



## RFP No: 3901

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INVITATION: Sealed proposals, subject to the attached conditions, will be received at this office until **July 21, 2016 @ 3:00 p.m.** Central Time for the acquisition of the products/services described below for **Mississippi Department of Wildlife, Fisheries, and Parks.**

**Seeking a Vendor to design, build, and implement a Paperless Office**

**MANDATORY VENDOR WEB CONFERENCE: June 22, 2016**

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**The Vendor must submit proposals and direct inquiries to:**

Bill Brinkley  
Technology Consultant  
Information Technology Services  
3771 Eastwood Drive  
Jackson, MS 39211  
(601) 432-8149  
Bill.Brinkley@its.ms.gov

To prevent opening by unauthorized individuals, all copies of the proposal must be sealed in the package. The following must be clearly typed on a label affixed to the package in a clearly visible location:

PROPOSAL, SUBMITTED IN RESPONSE TO  
RFP NO. 3901

**Due: July 21, 2016 @ 3:00 p.m.,**  
ATTENTION: Bill Brinkley

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**Craig P. Orgeron, Ph.D.**  
**Executive Director, ITS**

### ITS RFP Response Checklist

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RFP Response Checklist: These items should be included in your response to RFP No. 3901.

- \_\_\_\_\_ 1) One clearly marked original response and five (5) identical copy/copies of the complete proposal. Label the front and spine of the three-ring loose-leaf binder with the Vendor name and RFP number. Include the items listed below inside the binder. Please DO NOT include a copy of the RFP in the binder.
- \_\_\_\_\_ 2) *Submission Cover Sheet*, signed and dated. (Section I)
- \_\_\_\_\_ 3) *Proposal Bond*, if applicable (Section I)
- \_\_\_\_\_ 4) *Proposal Exception Summary*, if applicable (Section V)
- \_\_\_\_\_ 5) Vendor response to *RFP Questionnaire* (Section VI)
- \_\_\_\_\_ 6) Point-by-point response to *Technical Specifications* (Section VII)
- \_\_\_\_\_ 7) Vendor response to *Cost Information Submission* (Section VIII)
- \_\_\_\_\_ 8) *References* (Section IX)

## Table of Contents

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SECTION I .....	4
SUBMISSION COVER SHEET & CONFIGURATION SUMMARY .....	4
PROPOSAL BONDS .....	5
SECTION II .....	6
PROPOSAL SUBMISSION REQUIREMENTS .....	6
SECTION III .....	9
VENDOR INFORMATION .....	9
SECTION IV .....	13
LEGAL AND CONTRACTUAL INFORMATION .....	13
SECTION V .....	24
PROPOSAL EXCEPTIONS .....	24
PROPOSAL EXCEPTION SUMMARY FORM .....	26
SECTION VI .....	27
RFP QUESTIONNAIRE .....	27
SECTION VII .....	30
TECHNICAL SPECIFICATIONS .....	30
SECTION VIII .....	47
COST INFORMATION SUBMISSION .....	47
SECTION IX .....	52
REFERENCES .....	52
REFERENCE FORM .....	54
SUBCONTRACTOR REFERENCE FORM .....	55
ATTACHMENT A .....	56
MISSISSIPPI PAYMENT PROCESSING .....	56
EXHIBIT A .....	57
STANDARD CONTRACT .....	57

## SUBMISSION COVER SHEET & CONFIGURATION SUMMARY

Provide the following information regarding the person responsible for the completion of your proposal. This person should also be the person the Mississippi Department of Information Technology Services, **(ITS)**, should contact for questions and/or clarifications.

Name	_____	Phone #	_____
Address	_____	Fax #	_____
	_____	E-mail	_____

Subject to acceptance by **ITS**, the Vendor acknowledges that by submitting a proposal AND signing in the space indicated below, the Vendor is contractually obligated to comply with all items in this Request for Proposal (RFP), including the Standard Contract in Exhibit A if included herein, except those listed as exceptions on the Proposal Exception Summary Form. If no *Proposal Exception Summary Form* is included, the Vendor is indicating that he takes no exceptions. This acknowledgement also contractually obligates any and all subcontractors that may be proposed. Vendors who sign below may not later take exception to any point during contract negotiations. The Vendor further certifies that the company represented here is an authorized dealer in good standing of the products/services included in this proposal.

**Original signature** of Officer in Bind of Company/Date

Name (typed or printed)

## Title

Company name

Physical address

### State of Incorporation

## CONFIGURATION SUMMARY

The Vendor must provide a summary of the main components of products/services offered in this proposal using 100 words or less.

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## **PROPOSAL BONDS**

A Proposal Bond is not required for this procurement.

## SECTION II PROPOSAL SUBMISSION REQUIREMENTS

The objective of the Proposal Submission Requirements section is to provide Vendors with the information required to submit a response to this Request for Proposal (RFP). A Vendor who has responded to previous RFPs issued by **ITS** should not assume that the requirements are the same, as changes may have been made.

1. Failure to follow any instruction within this RFP may, at the State's sole discretion, result in the disqualification of the Vendor's proposal.
2. The State has no obligation to locate or acknowledge any information in the Vendor's proposal that is not presented under the appropriate outline according to these instructions and in the proper location.
3. The Vendor's proposal must be received, in writing, by the office of **ITS** by the date and time specified. **ITS** is not responsible for any delays in delivery or expenses for the development or delivery of proposals. Any proposal received after proposal opening time will be returned unopened. Any proposal received with insufficient postage will be returned unopened.
4. Proposals or alterations by fax, e-mail, or phone will not be accepted.
5. Original signatures are required on one copy of the Submission Cover Sheet and Configuration Summary, and the Vendor's original submission must be clearly identified as the original. The Vendor's original proposal must include the Proposal Bond, (if explicitly required in Section IV).
6. **ITS** reserves the right to reject any proposals, including those with exceptions, prior to and at any time during negotiations.
7. **ITS** reserves the right to waive any defect or irregularity in any proposal procedure.
8. The Vendor may intersperse their response following each RFP specification but must not otherwise alter or rekey any of the original text of this RFP. If the State determines that the Vendor has altered any language in the original RFP, the State may, in its sole discretion, disqualify the Vendor from further consideration. The RFP issued by **ITS** is the official version and will supersede any conflicting RFP language submitted by the Vendor.
9. The Vendor must conform to the following standards in the preparation of the Vendor's proposal:
  - 9.1 The Vendor is required to submit one clearly marked original response and five (5) identical copy/copies of the complete proposal, including all sections and exhibits, in three-ring binders.
  - 9.2 To prevent opening by unauthorized individuals, all copies of the proposal must be sealed in the package. A label containing the information on the RFP cover page must be clearly typed and affixed to the package in a clearly visible location.

- 9.3 Number each page of the proposal.
- 9.4 Respond to the sections and exhibits in the same order as this RFP.
- 9.5 Label and tab the responses to each section and exhibit, using the corresponding headings from the RFP.
- 9.6 If the Vendor does not agree with any item in any section, then the Vendor must list the item on the Proposal Exception Summary Form. (See Section V for additional instructions regarding Vendor exceptions.)
- 9.7 Occasionally, an outline point in an attachment requests information which is not applicable to the products/services proposed. If the Vendor is certain the point does not apply to the given RFP, the Vendor should respond with "NOT APPLICABLE."
- 9.8 Where an outline point asks a question or requests information, the Vendor must respond with the specific answer or information requested.
- 9.9 When an outline point/attachment is a statement provided for the Vendor's information only, the Vendor need only read that point. The Vendor acknowledges having read and accepting, or taking exception to, all sections by signing the Submission Cover Sheet and providing a Proposal Exception Summary Form.
- 9.10 Where a minimum requirement has been identified, respond by stating the item (e.g., device name/model number, guaranteed response time) proposed and how it will meet the specifications.
- 9.11 The Vendor must fully respond to each requirement within the Technical Specifications by fully describing the manner and degree by which the proposal meets or exceeds said requirements.
10. It is the responsibility of the Vendor to clearly identify all costs associated with any item or series of items in this RFP. The Vendor must include and complete all parts of the cost proposal in a clear and accurate manner. **Omissions, errors, misrepresentations, or inadequate details in the Vendor's cost proposal may be grounds for rejection of the Vendor's proposal. Costs that are not clearly identified will be borne by the Vendor.** The Vendor must complete the Cost Information Submission in this RFP, which outlines the minimum requirements for providing cost information. The Vendor should supply supporting details as described in the Cost Information Submission.
11. **ITS** reserves the right to request additional information or clarification of a Vendor's proposal. The Vendor's cooperation during the evaluation process in providing **ITS** staff with adequate responses to requests for clarification will be considered a factor in the evaluation of the Vendor's overall responsiveness. Lack of such cooperation or failure to provide the information in the manner required may, at the State's discretion, result in the disqualification of the Vendor's proposal.
12. Unsolicited clarifications and updates submitted after the deadline for proposals will be accepted or rejected at the sole discretion of **ITS**.

13. Unsolicited clarifications in the evaluation and selection of lowest and best proposal will be considered only if all the following conditions are met:
- 13.1 A clarification to a proposal that includes a newly announced product line or service with equal or additional capability to be provided at or less than the proposed price will be considered.
  - 13.2 Information provided must be in effect nationally and have been formally and publicly announced through a news medium that the Vendor normally uses to convey customer information.
  - 13.3 Clarifications must be received early enough in the evaluation process to allow adequate time for re-evaluation.
  - 13.4 The Vendor must follow procedures outlined herein for submitting updates and clarifications.
  - 13.5 The Vendor must submit a statement outlining the circumstances for the clarification.
  - 13.6 The Vendor must submit one clearly marked original and five (5) copies of the clarification.
  - 13.7 The Vendor must be specific about which part of the original proposal is being changed by the clarification (i.e., must include exact RFP reference to section and outline point).

**14. Communications with State**

From the issue date of this RFP until a Vendor is selected and the selection is announced, responding Vendors or their representatives may not communicate, either orally or in writing regarding this RFP with any statewide elected official, state officer or employee, member of the legislature or legislative employee except as noted herein. To ensure equal treatment for each responding Vendor, all questions regarding this RFP must be submitted in writing to the State's contact person for the selection process, and not later than the last date for accepting responding Vendor questions provided in this RFP. All such questions will be answered officially by the State in writing. All such questions and answers will become addenda to this RFP, and they will be posted to the ITS web site. Vendors failing to comply with this requirement will be subject to disqualification.

- 14.1 The State's contact person for the selection process is: Bill Brinkley, Technology Consultant, 3771 Eastwood Drive, Jackson, MS 39211, 601-432-8149, BIII.Brinkley@its.ms.gov.
- 14.2 Vendor may consult with State representatives as designated by the State's contact person identified in 14.1 above in response to State-initiated inquiries. Vendor may consult with State representatives during scheduled oral presentations and demonstrations excluding site visits.



### **SECTION III VENDOR INFORMATION**

The objective of the Vendor Information section of this RFP is to provide Vendors with information required to respond to the RFP successfully.

1. **Interchangeable Designations**

The terms "Vendor" and "Contractor" are referenced throughout this RFP. Generally, references to the "Vendor" are used in conjunction with the proposing organization and procurement process leading up to the final RFP selection and award. The term "Contractor" denotes the role assumed, post-award, by the winning Vendor. Additionally, the terms "State of Mississippi," "State" or "ITS" may be used interchangeably throughout this RFP to denote the political entity issuing the RFP and requesting responses from Vendors throughout these specifications. References to a specific agency, institution or other political entity represent the client or customer on whose behalf **ITS** is issuing the RFP.

2. **Vendor's Responsibility to Examine RFP**

Vendors must examine all documents, forms, specifications, standard provisions, and instructions.

3. **Proposal as Property of State**

All written proposal material becomes the property of the State of Mississippi.

4. **Written Amendment to RFP**

Any interpretation of an **ITS** RFP will be made by written amendment only. The State will not be responsible for any other explanation of this RFP. A copy of any amendment will be posted on the **ITS** website, together with the associated RFP specification. Vendors are required to check the **ITS** website periodically for RFP amendments before the proposal opening date at:

[http://www.its.ms.gov/Procurement/Pages/RFPS\\_Awaiting.aspx](http://www.its.ms.gov/Procurement/Pages/RFPS_Awaiting.aspx)

Any and all amendments will be posted no later than noon, seven days prior to the proposal opening date listed on the cover page of this RFP. If you are unable to access the **ITS** website, you may contact the **ITS** technology consultant listed on page one of this RFP and request a copy.

5. **Oral Communications Not Binding**

Only transactions which are in writing from **ITS** may be considered official. No negotiations, decisions, or actions shall be executed by any Vendor as a result of any discussions with any State employee.

6. **Vendor's Responsibility for Delivery**

Vendors must ensure, through reasonable and sufficient follow-up, proper compliance with, and fulfillment of all schedules and deliverables specified within the body of this RFP. The State will not be responsible for the failure of any delivery medium for submission of information to or from the Vendor, including but not limited to, public and private carriers, U.S. mail, Internet Service Providers, facsimile, or e-mail.

7. **Evaluation Criteria**

The State's intent in issuing this RFP is to award a contract to the lowest and best responsive Vendor who meets specifications, considering price and other factors. The Vendor's past performance, cooperation, and ability to provide service and training are general factors that will be weighed in the selection process. More specific information concerning evaluation criteria is presented in *Technical Specifications*.

8. **Multiple Awards**

**ITS** reserves the right to make multiple awards.

9. **Right to Award in Whole or Part**

**ITS** reserves the right to approve an award by individual items or in total, whichever is deemed to be in the best interest of the State of Mississippi.

10. **Right to Use Proposals in Future Projects**

The State reserves the right to evaluate the awarded proposal from this RFP, including all products and services proposed therein, along with the resulting contractual terms, for possible use in future projects if (a) it is deemed to be in the best interest of the State to do so; and (b) the Vendor is willing to extend a cost less than or equal to that specified in the awarded proposal and resulting contract. A decision concerning the utilization of a Vendor's proposal for future projects is solely at the discretion of the State and requires the agreement of the proposing Vendor. The State's decision to reuse an awarded proposal will be based upon such criteria as: (1) the customer's business requirements; (2) elapsed time since the award of the original project; and/or (3) research on changes in the Vendor, market, and technical environments since the initial award.

11. **Price Changes During Award or Renewal Period**

A price increase will not be accepted during the award period or the renewal period, unless stipulated in the contract. However, the State will always take advantage of price decreases.

12. **Right to Request Information**

The State reserves the right to request information relative to a Vendor's references and financial status and to visit a Vendor's facilities during normal working hours. The State also reserves the right to request a current financial statement, prepared and certified by an independent auditing firm, and reserves the right to require that Vendors document their financial ability to provide the products and services proposed up to the total dollar amount of the Vendor's cost proposal. The State reserves the right to request information about the Vendor from any previous customer of the Vendor of whom the State is aware, even if that customer is not included in the Vendor's list of references.

13. **Vendor Personnel**

For RFPs including professional services specifications, the Vendor will be required to provide and/or certify the following for each individual included in the Vendor's proposal:

A direct telephone number at which the individual may be contacted for a telephone interview. The State will pay toll charges in the continental United States. The Vendor must arrange a toll-free number for all other calls.

That, if onsite interviews are required, the individual can be at the specified location in Mississippi within the timeframe specified. All costs associated with onsite interviews will be the responsibility of the Vendor.

That the individual is proficient in spoken and written English;

That the individual is a U.S. citizen or that the individual meets and will maintain employment eligibility requirements in compliance with all INS regulations. The Vendor must provide evidence of identification and employment eligibility prior to the award of a contract that includes any personnel who are not U. S. citizens.

That the personnel assigned to a project will remain a part of the project throughout the duration of the contract as long as the personnel are employed by the Vendor, unless replaced by the Vendor at the request of the State. This requirement includes the responsibility for ensuring all non-citizens maintain current INS eligibility throughout the duration of the contract.

**14. Vendor Imposed Constraints**

The Vendor must specifically document what limitations, if any, exist in working with any other Contractor acting in the capacity of the State's business partner, subcontractor or agent who may be managing any present or future projects; performing quality assurance; integrating the Vendor's software; and/or providing web-hosting, hardware, networking or other processing services on the State's behalf. The project relationship may be based on roles as either equal peers; supervisory – subordinate; or subordinate – supervisory, as determined by the State. The State recognizes that the Vendor may have trade secrets, intellectual property and/or business relationships that may be subject to its corporate policies or agreements. The State must understand these issues in order to decide to what degree they may impact the State's ability to conduct business for this project. These considerations will be incorporated accordingly into the proposal evaluation and selection process. The understanding reached between the Vendor and the State with regard to this business relationship precludes the Vendor from imposing any subsequent limitations of this type in future project undertakings by the State.

**15. Best and Final Offer**

The State reserves the right to solicit Best and Final Offers (BAFOs) from Vendors, principally in situations in which proposal costs eclipse available funding or the State believes none of the competing proposals presents a Best Value (lowest and best proposal) opportunity. Because of the time and expense incurred by both the Vendor community and the State, BAFOs are not routinely conducted. Vendors should offer their best pricing with the initial solicitation. Situations warranting solicitation of a BAFO will be considered an exceptional practice for any procurement. Vendors that remain in a competitive range within an evaluation may be requested to tender Best and Final Offers, at the sole discretion of the State. All such Vendors will be provided an equal opportunity to respond with a Best and Final Offer under a procedure to be defined by the State that encompasses the specific, refined needs of a project, as part of the BAFO solicitation. The State may re-evaluate and amend the original project specifications should it be deemed necessary in order to improve the opportunity for attaining Best Value scenarios from among the remaining competing Vendors. All BAFO proceedings will be uniformly conducted, in writing and subject to solicitation by the State and receipt from the Vendors under a precise schedule.

16. **Restriction on Advertising**

The Vendor must receive written approval from the State before advertising or referencing the award of the contract or the services being provided. The Vendor must agree not to refer to awards in commercial advertising in such a manner as to state or imply that the firm or its services are endorsed or preferred by the State of Mississippi.

17. **Rights Reserved to Use Existing Product Contracts**

The State reserves the right on turnkey projects to secure certain products from other existing **ITS** contracts if it is in its best interest to do so. If this option is exercised, then the awarded Vendor must be willing to integrate the acquisition and implementation of such products within the schedule and system under contract.

18. **Additional Information to be Included**

In addition to answering each specification within this RFP, the Vendor must include complete product/service information, including product pictorials and technical/descriptive literature relative to any product/service offered with the proposal. Information submitted must be sufficiently detailed to substantiate that the products/services offered meet or exceed specifications.

19. **Valid Contract Required to Begin Work**

The successful Vendor should not commence any billable work until a valid contract has been executed. Any work done by the successful Vendor prior to the execution of the contract is done at the Vendor's sole risk. The State is under no obligation to pay for work done prior to the execution of a contract.

## SECTION IV LEGAL AND CONTRACTUAL INFORMATION

The objective of the *Legal and Contractual Information* section is to provide Vendors with information required to complete a contract or agreement with **ITS** successfully.

1. **Acknowledgment Precludes Later Exception**

By signing the *Submission Cover Sheet*, the Vendor is contractually obligated to comply with all items in this RFP, including the *Standard Contract* in Exhibit A if included herein, except those specifically listed as exceptions on the *Proposal Exception Summary Form*. If no *Proposal Exception Summary Form* is included, the Vendor is indicating that he takes no exceptions. Vendors who respond to this RFP by signing the *Submission Cover Sheet* may not later take exception to any item in the RFP during contract negotiations. This acknowledgement also contractually obligates any and all subcontractors that may be proposed. No exceptions by subcontractors or separate terms and conditions will be entertained after the fact.

2. **Failure to Respond as Prescribed**

Failure to respond as described in Section II: *Proposal Submission Requirements* to any item in the sections and exhibits of this RFP, including the *Standard Contract* attached as Exhibit A, if applicable, shall contractually obligate the Vendor to comply with that item.

3. **Contract Documents**

**ITS** will be responsible for all document creation and editorial control over all contractual documentation related to each procurement project. The following documents will normally be included in all contracts between **ITS** and the Vendor:

- 3.1 The Proposal Exception Summary Form as accepted by ITS;
- 3.2 Contracts which have been signed by the Vendor and ITS;
- 3.3 ITS' Request for Proposal, including all addenda;
- 3.4 Official written correspondence from ITS to the Vendor;
- 3.5 Official written correspondence from the Vendor to ITS when clarifying the Vendor's proposal; and
- 3.6 The Vendor's proposal response to the ITS RFP.

4. **Order of Precedence**

When a conflict arises regarding contract intent due to conflicting statements in documents included in the contract, the order of precedence of each document is as listed above unless modification of order is negotiated and agreed upon by both **ITS** and the winning Vendor.

5. **Additional Contract Provisions**

The contract will also include such additional provisions, which are not inconsistent or incompatible with the material terms of this RFP, as may be agreed upon by the parties. All of the foregoing shall be in such form and substance as prescribed by the State.

6. **Contracting Agent by Law**

The Executive Director of **ITS** is, by law, the purchasing and contracting agent for the State of Mississippi in the negotiation and execution of all contracts for the acquisition of computer and telecommunications equipment, systems, software, and services (Section 25-53-1, et seq., of the Mississippi Code Annotated). **ITS** is issuing this RFP on behalf of the procuring agency or institution. **ITS** and the procuring agency or institution are sometimes collectively referred to within this RFP as "State."

7. **Mandatory Legal Provisions**

The State of Mississippi is self-insured; all requirements for the purchase of casualty or liability insurance are deleted.

Any provisions disclaiming implied warranties shall be null and void. See Mississippi Code Annotated Sections 11-7-18 and 75-2-719(4). The Vendor shall not disclaim the implied warranties of merchantability and fitness for a particular purpose.

The Vendor shall have no limitation on liability for claims related to the following items:

- 7.1.1 Infringement issues;
- 7.1.2 Bodily injury;
- 7.1.3 Death;
- 7.1.4 Physical damage to tangible personal and/or real property; and/or
- 7.1.5 The intentional and willful misconduct or negligent acts of the Vendor and/or Vendor's employees or subcontractors.

All requirements that the State pay interest (other than in connection with lease-purchase contracts not exceeding five years) are deleted.

Any contract negotiated under this RFP will be governed by and construed according to the laws of the State of Mississippi. Venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi.

Any contract negotiated under this RFP is cancelable in the event the funding authority does not appropriate funds. Notice requirements to Vendor cannot exceed sixty (60) days.

The State of Mississippi does not waive its sovereign immunities or defenses as provided by law by entering into this contract with the Vendor, Vendor agents, subcontractors, or assignees.

The State will deliver payments to the Vendor within forty-five (45) days after receipt of invoice and receipt, inspection, and approval of Vendor's products/services. No late charges will exceed 1.5% per month on any unpaid balance from the expiration of said period until payment is delivered. See Section 31-7-305 of the Mississippi Code Annotated. Seller understands and agrees that Purchaser is exempt from the payment of taxes.

The State shall not pay any attorney's fees, prejudgment interest or the cost of legal action to or for the Vendor.

8. **Approved Contract**

Award of Contract - A contract is considered to be awarded to a proposer once the proposer's offering has been approved as lowest and best proposal through:

- 8.1.1 Written notification made to proposers on ITS letterhead, or
- 8.1.2 Notification posted to the ITS website for the project, or
- 8.1.3 CP-1 authorization executed for the project, or
- 8.1.4 The ITS Board's approval of same during an open session of the Board.

**ITS** statute specifies whether **ITS** Director approval or **ITS** Board approval is applicable for a given project, depending on the total lifecycle cost of the contract.

A contract is not deemed final until five (5) working days after either the award of contract or post procurement review, as stipulated in the **ITS** Protest Procedure and Policy. In the event of a valid protest, the State may, at its sole discretion, continue the procurement or stay the procurement in accordance with the **ITS** Protest Procedure and Policy. If the procurement is stayed, the contract is not deemed final until the protest is resolved.

9. **Contract Validity**

All contracts are valid only if signed by the Executive Director of **ITS**.

10. **Order of Contract Execution**

Vendors will be required to sign contracts and to initial all contract changes before the Executive Director of **ITS** signs.

**11. Availability of Funds**

All contracts are subject to availability of funds of the acquiring State entity and are contingent upon receipt by the winning Vendor of a purchase order from the acquiring State entity.

**12. CP-1 Requirement**

All purchase orders issued for goods and services acquired from the awarded Vendor under this RFP must be encoded by the Customer agency with a CP-1 approval number assigned by **ITS**. This requirement does not apply to acquisitions that by policy have been delegated to State entities.

**13. Requirement for Electronic Payment and Invoicing**

Payments to the awarded Vendor for all goods and services acquired under this RFP by state agencies that make payments through the Mississippi State Government's Enterprise Resource Planning (ERP) solution ("MAGIC") will be made electronically, via deposit to the bank account of the Vendor's choice. The awarded Vendor must enroll and be activated in PayMode™, the State's current vehicle for sending and receiving electronic payments, prior to receiving any payments from state agencies. There is no charge for a Vendor to enroll or receive payments via PayMode. For additional information on PayMode, including registration instructions, Vendors should visit the following website: <http://portal.paymode.com/ms/>. Vendors may also request assistance from the Mississippi Management and Reporting System (MMRS) Call Center regarding PayMode registration by contacting [mash@dfa.ms.gov](mailto:mash@dfa.ms.gov).

For state agencies that make payments through MAGIC, the awarded Vendor is required to submit electronically all invoices for goods and services acquired under this RFP, along with appropriate supporting documentation, as directed by the State.

Items 13.1 and 13.2 only apply to state agencies that make payments through MAGIC. Payments and invoices for all other entities will conform to their standard methods of payment to contractors.

**14. Time For Negotiations**

All contractual issues must be successfully negotiated within fifteen (15) working days from the Vendor's initial receipt of the project contract from **ITS**, unless **ITS** consents to extend the period. Failure to complete negotiations within the stated time period constitutes grounds for rejection of the Vendor's response to this RFP. **ITS** may withdraw the proposal award and begin negotiations with the next ranked Vendor immediately or pursue any other option.

Negotiations shall be limited to items to which the Vendor has noted as exceptions on their Proposal Exception Summary Form, as well as any new items that the State may require. All contract changes requested by the Vendor related to such exceptions noted in Vendor's proposal shall be submitted three (3) working days prior to scheduled negotiations, unless **ITS** consents to a different period.



15. **Prime Contractor**

The selected Vendor will be designated the prime contractor in the proposal, and as such, shall be solely responsible for all products/services offered in the proposal and for the fulfillment of the contract with the State.

16. **Sole Point of Contact**

**ITS** will consider the selected Vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

The Vendor must acknowledge and agree that in matters of proposals, clarifications, negotiations, contracts and resolution of issues and/or disputes, the Vendor represents all contractors, third parties and/or subcontractors the Vendor has assembled for this project. The Vendor's commitments are binding on all such parties and consequently the State is only required to negotiate with the Vendor.

Furthermore, the Vendor acknowledges and agrees to pass all rights and/or services related to all general consulting, services leasing, software licensing, warranties, hardware maintenance and/or software support to the State from any contractor, third party or subcontractor without the State having to negotiate separately or individually with any such parties for these terms or conditions.

Should a proposing Vendor wish to assign payment of any or all charges resulting from this contract to a third party, Vendor must disclose that fact in his/her proposal, along with the third party's name, address, nature of business, and relationship to the proposing Vendor, the reason for and purpose of the assignment, and all conditions of the assignment, including but not limited to a copy of an assignment document to be executed by the State, the Vendor, and the third party. Such assignments will be accepted or rejected at the sole discretion of the State. Vendor must clearly and definitively state in his/her proposal whether the proposal is contingent upon the requested assignment of payments. Whenever any assignment of payment is requested, the proposal, contract, and assignment document must include language specifically guaranteeing that the proposing Vendor is solely and fully liable and responsible for the performance of its obligations under the subject contract. No assignment of payment will be considered at the time of purchase unless such assignment was fully disclosed in the Vendor's proposal and subsequently accepted by the State.

17. **ITS Approval of Subcontractor Required**

Unless provided in the contract, the Vendor shall not contract with any other party for furnishing any of the contracted work or services without the consent, guidance, and written approval of the State. **ITS** reserves the right of refusal and the right to request replacement of a subcontractor due to unacceptable work or conduct. This provision should not be interpreted as requiring the approval of individual contracts of employment between the Vendor and personnel assigned for services under the contract.

18. **Inclusion of Subcontract Agreements**

Copies of any agreements to be executed between the Vendor and any subcontractors must be included in the Vendor's proposal.

19. **Negotiations with Subcontractor**

In order to protect the State's interest, **ITS** reserves the right to attempt to resolve the contractual disagreements that may arise between the Vendor and its subcontractor after award of the contract.

20. **References to Vendor to Include Subcontractor**

All references in the RFP to "Vendor" shall be construed to encompass both the Vendor and its subcontractors.

21. **Outstanding Vendor Obligations**

Any Vendor who presently owes the State of Mississippi money pursuant to any contract for which **ITS** is the contracting agent and who has received written notification from **ITS** regarding the monies owed, must submit, with the proposal, a certified check in the amount due and owing in order for the proposal in response to this RFP to be considered. For a Vendor currently in bankruptcy as of the RFP submission date, this requirement is met, if and only if, **ITS** has an active petition before the appropriate bankruptcy court for recovery of the full dollar amount presently owed to the State of Mississippi by that Vendor. If the Vendor has emerged from bankruptcy by the RFP submission date, the Vendor must pay in full any amount due and owing to the State, as directed in the court-approved reorganization plan, prior to any proposal being considered.

Any Vendor who is presently in default on existing contracts for which **ITS** is the contracting agent, or who otherwise is delinquent in the performance of any such contracted obligations, is in the sole judgment of the State required to make arrangement for fulfilling outstanding obligations to the satisfaction of the State in order for the proposal to be considered.

The State, at its sole discretion, may reject the proposal of a Vendor with any significant outstanding financial or other obligations to the State or who is in bankruptcy at the time of proposal submission.

22. **Equipment Condition**

For all RFPs requiring equipment, the Vendor must furnish only new equipment in response to **ITS** specifications, unless an explicit requirement for used equipment is otherwise specified.

23. **Delivery Intervals**

The Vendor's proposal must specify, in the *Cost Information Submission* and in response to any specific instructions in the *Technical Specifications*, delivery and installation intervals after receipt of order.

24. **Pricing Guarantee**

The Vendor must explicitly state, in the *Cost Information Submission* and in response to any specific instructions in the *Technical Specifications*, how long the proposal will remain valid. Unless stated to the contrary in the *Technical Specifications*, pricing must be guaranteed for a minimum of ninety (90) days.

25. **Shipping Charges**

For all RFPs requiring shipment of any product or component, all products must be delivered FOB destination to any location within the geographic boundaries of the State with all transportation charges prepaid and included in the RFP proposal or LOC quotation. Destination is the point of use.

26. **Amortization Schedule**

For all RFPs requiring equipment, contracts involving the payment of interest must include an amortization schedule clearly documenting the amount of interest payable over the term of the contract.

27. **Americans with Disabilities Act Compliance for Web Development and Portal Related Services**

All Web and Portal development work must be designed and implemented in compliance with the Electronic and Information Technology Accessibility Standards associated with Section 508 of the Rehabilitation Act and with the Web Accessibility Initiative (WAI) of the W3C.

28. **Ownership of Developed Software**

When specifications require the Vendor to develop software for the State, the Vendor must acknowledge and agree that the State is the sole owner of such developed software with exclusive rights to use, alter, or distribute the software without restriction. This requirement applies to source code, object code, and documentation.

The State may be willing to grant the Vendor a nonexclusive license to use the State's software subject to devising acceptable terms and license fees. This requirement is a matter of State Law, and not negotiable.

29. **Ownership of Custom Tailored Software**

In installations where the Vendor's intellectual property is modified and custom-tailored to meet the needs of the State, the Vendor must offer the State an application license entitling the State to use, and/or alter the software without restriction. These requirements apply to source code, object code and documentation.

30. **Terms of Software License**

The Vendor acknowledges and agrees that the term of all software licenses provided to the State shall be perpetual unless stated otherwise in the Vendor's proposal.

31. **The State is Licensee of Record**

The Vendor must not bypass the software contracting phase of a project by licensing project software intended for State use in its company name. Upon award of a project, the Vendor must ensure that the State is properly licensed for all software that is proposed for use in a project.

32. **Compliance with Enterprise Security Policy**

Any solution proposed in response to this RFP must be in compliance with the State of Mississippi's Enterprise Security Policy. The Enterprise Security Policy is based on industry-standard best practices, policy, and guidelines and covers the following topics: web servers, email, virus prevention, firewalls, data encryption, remote access, passwords, servers, physical access, traffic restrictions, wireless, laptop and mobile devices, disposal of hardware/media, and application assessment/certification. Given that information security is an evolving technology practice, the State reserves the right to introduce new policy during the term of the contract resulting from this RFP and require the Vendor to comply with same in the event the industry introduces more secure, robust solutions or practices that facilitate a more secure posture for the State of Mississippi.

The Enterprise Security Policy is available to third parties on a need-to-know basis and requires the execution of a non-disclosure agreement prior to accessing the policy. The Vendor may request individual sections of the Enterprise Security Policy or request the entire document. The instructions for acquiring the State of Mississippi Enterprise Security Policy can be found at the link below.

<http://www.its.ms.gov/Services/Pages/ENTERPRISE-SECURITY-POLICY.aspx>

33. **Negotiating with Next-Ranked Vendor**

Should the State cease doing business with any Vendor selected via this RFP process, for any reason, the State reserves the right to initiate negotiations with the next ranked Vendor.

34. **Disclosure of Proposal Information**

Vendors should be aware that any information in a proposal may be subject to disclosure or reproduction under the Mississippi Public Records Act of 1983, defined in Section 25-61-1 et seq. of the Mississippi Code Annotated. All disclosures of proposal information will be made in compliance with the **ITS** Public Records Procedures established in accordance with the Mississippi Public Records Act. The **ITS** Public Records Procedures are available in Section 019-010 of the **ITS** Procurement Handbook, on the **ITS** Internet site at:

<http://www.its.ms.gov/Procurement/Documents/ISS%20Procurement%20Manual.pdf#page=155> or from **ITS** upon request.

As outlined in the Third Party Information section of the **ITS** Public Records Procedures, **ITS** will give written notice to any affected Vendor of a request to view or reproduce the

Vendor's proposal or portion thereof. **ITS** will not, however, give such notice with respect to summary information prepared in connection with the State's review or evaluation of a Vendor's proposal, including, but not limited to, written presentations to the **ITS** Board or other approving bodies, and/or similar written documentation prepared for the project file. In addition, **ITS** will not provide third-party notice for requests for any contract executed as a result of this RFP.

Summary information and contract terms, as defined above, become the property of **ITS**, who has the right to reproduce or distribute this information without notification.

Vendors should further be aware that requests for disclosure of proposal information are sometimes received by **ITS** significantly after the proposal opening date. **ITS** will notify the signatory "Officer in Bind of Company" provided in Section I of this RFP for Notification of Public Records Requests in the event information is requested that your company might wish to consider protecting as a trade secret or as confidential commercial or financial information. If the "Officer in Bind of Company" should not be used for notification of public records requests, Vendor should provide the alternative contact information in response to this RFP item.

35. **Risk Factors to be Assessed**

The State will assess risk factors that may initially exist within a given procurement and that may develop over the course of a procurement process as facts become known. The State, at its sole discretion, may employ the following mechanisms in mitigating these risks: proposal bonding, performance bonding, progress payment plan with retainage, inclusion of liquidated damages, and withholding payment for all portions of the products/services acquired until final acceptance. The Vendor must agree to incorporate any or all of the above terms and conditions into the customer agreement.

36. **Proposal Bond**

The Vendor is not required to include a proposal bond in the proposal.

37. **Performance Bond/Irrevocable Bank Letter of Credit**

The Vendor must include the price of a performance bond or irrevocable bank letter of credit with its RFP proposal. The cost of the bond or letter of credit must be shown as a separate line item in the *Cost Information Submission*. The performance bond or letter of credit must be procured at the Vendor's expense prior to the execution of the contract and may be invoiced to **Mississippi Department of Wildlife, Fisheries, and Parks**, after contract initiation only if itemized in the *Cost Information Submission* and in the executed contract. **The final decision as to the requirement for a Performance Bond or Irrevocable Bank Letter of Credit will be made upon contract award and is at the State's sole discretion.**

If a Performance Bond /Irrevocable Bank Letter of Credit is required, the Vendor must procure and submit to **ITS**, on behalf of **Mississippi Department of Wildlife, Fisheries, and Parks**, with the executed contract, (a) a performance bond from a reliable surety company authorized to do business in the State of Mississippi or (b) an irrevocable bank letter of credit that is acceptable to the State. The Performance Bond or the Irrevocable Letter of Credit shall be for the total amount of the contract or an amount mutually agreed upon by the State and the successful Vendor and shall be payable to **Mississippi**

**Department of Wildlife, Fisheries, and Parks**, to be held by their contracting agent, the Mississippi Department of Information Technology Services. No contract resulting from this RFP will be valid until the required Performance Bond or Irrevocable Bank Letter of Credit has been received and found to be in proper form and amount. The Vendor agrees that the State has the right to request payment for a partial amount or the full amount of the Irrevocable Letter of Credit/Performance bond should the products/services being procured hereunder not be provided in a manner consistent with this RFP and the Vendor's proposal by the delivery dates agreed upon by the parties. The State may demand payment by contacting the bank issuing the letter of credit or the bonding company issuing the performance bond and making a written request for full or partial payment. The issuing bank/bonding company is required to honor any demand for payment from the State within fifteen (15) days of notification. The letter of credit/performance bond shall cover the entire contract period, with the exception of post-warranty maintenance and support, and shall not be released until final acceptance of all products and deliverables required herein or until the warranty period, if any, has expired, whichever occurs last. If applicable, and at the State's sole discretion, the State may, at any time during the warranty period, review Vendor's performance and performance of the products/services delivered and determine that the letter of credit/performance bond may be reduced or released prior to expiration of the full warranty period.

38. **Responsibility for Behavior of Vendor Employees/Subcontractors**

The Vendor will be responsible for the behavior of all its employees and subcontractors while on the premises of any State agency or institution. Any Vendor employee or subcontractor acting in a manner determined by the administration of any State agency or institution to be detrimental, abusive, or offensive to any of the staff or student body of any State agency or institution will be asked to leave the premises and can be suspended from further work on the premises.

39. **Protests**

The Executive Director of **ITS** and/or the Board Members of **ITS** or their designees shall have the authority to resolve Vendor protests in connection with the selection for award of a contract. Copies of the protest procedures are available on the **ITS** Internet site - **ITS** Protest Procedure and Policy, Section 019-020, **ITS** Procurement Handbook at:

<http://www.its.ms.gov/Procurement/Documents/ISS%20Procurement%20Manual.pdf#page=173> or from **ITS** upon request.

40. **Protest Bond**

Potential Vendors may protest any of the specifications of this RFP on the belief that the specification is unlawful, unduly restrictive, or unjustifiably restraining to competition. Any such protest must be in writing and submitted to the **ITS** Executive Director along with the appropriate protest bond within five (5) working days of the Official Release of the RFP, as defined in the **ITS** Protest Procedure and Policy. The outside of the envelope must be marked "Protest" and must specify RFP number **3901**.

As a condition precedent to filing any protest related to this procurement, the Vendor must procure, submit to the **ITS** Executive Director with its written protest, and maintain in effect at all times during the course of the protest or appeal thereof, a protest bond in the full amount of the total estimated project lifecycle cost or **\$250,000.00**, whichever is less. The

total estimated project lifecycle cost will be the amount used by **ITS** in the computation of cost points, as the low cost in the denominator of the cost evaluation formula. The bond shall be accompanied by a duly authenticated or certified document evidencing that the person executing the bond is a licensed Mississippi agent for the bonding company. This certified document shall identify the name and address of the person or entity holding the protest bond and shall identify a contact person to be notified in the event that the State is required to take action against the bond. The protest bond shall not be released to the protesting Vendor until the protest is finally resolved and the time for appealing said protest has expired. The protest bond shall be procured at the protesting Vendor's expense and be payable to the Mississippi Department of Information Technology Services. Prior to approval of the protest bond, **ITS** reserves the right to review the protest bond and require the protesting Vendor to substitute an acceptable bond in such form as the State may reasonably require. The premiums on such bond shall be paid by the protesting Vendor. The State may claim against the protest bond as specified in Section 25-53-5 (n) of the Mississippi Code of 1972, as amended during the 1998 Mississippi legislative session, in addition to all other rights and remedies the State may have at law or in equity.

Should the written protest submitted by the Vendor fail to comply with the content requirements of **ITS'** protest procedure and policy, fail to be submitted within the prescribed time limits, or fail to have the appropriate protest bond accompany it, the protest will be summarily dismissed by the **ITS** Executive Director.

**41. Mississippi Employment Protection Act**

Effective July 1, 2008, Vendor acknowledges that if awarded, it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Vendor will agree to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State.

Vendor acknowledges and certifies that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi.

Vendor acknowledges that violating the E-Verify Program (or successor thereto) requirements subjects Vendor to the following: (a) cancellation of any state or public contract and ineligibility for any state or public contract for up to three (3) years, with notice of such cancellation being made public, or (b) the loss of any license, permit, certification or other document granted to Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. Vendor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

## SECTION V PROPOSAL EXCEPTIONS

Please return the *Proposal Exception Summary Form* at the end of this section with all exceptions to items in any Section of this RFP listed and clearly explained or state "No Exceptions Taken." If no *Proposal Exception Summary Form* is included, the Vendor is indicating that he takes no exceptions to any item in this RFP document.

1. Unless specifically disallowed on any specification herein, the Vendor may take exception to any point within this RFP, including a specification denoted with "shall" or "must," as long as the following are true:
  - 1.1 The specification is not a matter of State law;
  - 1.2 The proposal still meets the intent of the RFP;
  - 1.3 A Proposal Exception Summary Form is included with Vendor's proposal; and
  - 1.4 The exception is clearly explained, along with any alternative or substitution the Vendor proposes to address the intent of the specification, on the Proposal Exception Summary Form.
2. The Vendor has no liability to provide items to which an exception has been taken. **ITS** has no obligation to accept any exception. During the proposal evaluation and/or contract negotiation process, the Vendor and **ITS** will discuss each exception and take one of the following actions:
  - 2.1 The Vendor will withdraw the exception and meet the specification in the manner prescribed;
  - 2.2 ITS will determine that the exception neither poses significant risk to the project nor undermines the intent of the RFP and will accept the exception;
  - 2.3 ITS and the Vendor will agree on compromise language dealing with the exception and will insert same into the contract; or
  - 2.4 None of the above actions is possible, and ITS either disqualifies the Vendor's proposal or withdraws the award and proceeds to the next ranked Vendor.
3. Should **ITS** and the Vendor reach a successful agreement, **ITS** will sign adjacent to each exception which is being accepted or submit a formal written response to the *Proposal Exception Summary* responding to each of the Vendor's exceptions. The *Proposal Exception Summary*, with those exceptions approved by **ITS**, will become a part of any contract on acquisitions made under this RFP.
4. An exception will be accepted or rejected at the sole discretion of the State.
5. The State desires to award this RFP to a Vendor or Vendors with whom there is a high probability of establishing a mutually agreeable contract, substantially within the standard terms and conditions of the State's RFP, including the *Standard Contract* in Exhibit A, if



included herein. As such, Vendors whose proposals, in the sole opinion of the State, reflect a substantial number of material exceptions to this RFP, may place themselves at a comparative disadvantage in the evaluation process or risk disqualification of their proposals.

6. For Vendors who have successfully negotiated a contract with **ITS** in the past, **ITS** requests that, prior to taking any exceptions to this RFP, the individual(s) preparing this proposal first confer with other individuals who have previously submitted proposals to **ITS** or participated in contract negotiations with **ITS** on behalf of their company, to ensure the Vendor is consistent in the items to which it takes exception.

### PROPOSAL EXCEPTION SUMMARY FORM

List and clearly explain any exceptions, for all RFP Sections and Exhibits, in the table below.

ITS RFP Reference	Vendor Proposal Reference	Brief Explanation of Exception	ITS Acceptance (sign here only if accepted)
(Reference specific outline point to which exception is taken)	(Page, section, items in Vendor's proposal where exception is explained)	(Short description of exception being made)	
1.			
2.			
3.			
4.			
5.			
6.			
7.			

## SECTION VI RFP QUESTIONNAIRE

Please answer each question or provide the information as requested in this section.

1. **Mississippi's Accountability System for Government Information and Collaboration (MAGIC) Information for State of Mississippi Vendor File**

- 1.1 MAGIC Vendor Code: Any Vendor who has not previously done business with the State and has not been assigned a MAGIC Vendor code should visit the following link to register:

[https://sus.magic.ms.gov/sap/bc/webdynpro/sapsrm/wda\\_e\\_suco\\_sreg?sap-client=100](https://sus.magic.ms.gov/sap/bc/webdynpro/sapsrm/wda_e_suco_sreg?sap-client=100)

Vendors who have previously done business with the State may obtain their MAGIC Vendor code at the following link:

<http://www.mmrs.state.ms.us/vendors/index.shtml>

All Vendors must furnish **ITS** with their MAGIC Vendor code.

MAGIC Vendor Code: \_\_\_\_\_

Additional Vendor information, including contact information for assistance with MAGIC Vendor codes, can be found at the following link:

<http://www.mmrs.state.ms.us/vendors/index.shtml>

- 1.2 Vendor Self-Certification Form: The State of Mississippi, in an effort to capture participation by minority Vendors, asks that each Vendor review the State of Mississippi Minority Vendor Self Certification Form. This information is for tracking/reporting purposes only, and will not be used in determining which Vendor will be chosen for the project. Any Vendor who can claim status as a Minority Business Enterprise or a Woman Business Enterprise in accordance with the definitions on this form and who has not previously submitted a form to the State of Mississippi should submit the completed form with the proposal. A copy of the Minority Vendor Self-Certification Form can be obtained at:

[http://www.mississippi.org/assets/docs/minority/minority\\_vendor\\_selfcertform.pdf](http://www.mississippi.org/assets/docs/minority/minority_vendor_selfcertform.pdf)

Please direct any questions about minority certification in Mississippi to the Minority Business Enterprise Division of the Mississippi Development Authority by telephone at (601) 359-3448 or via email at [minority@mississippi.org](mailto:minority@mississippi.org).

Minority Vendor Self-Certification Form Included: \_\_\_\_\_  
Minority Vendor Self-Certification Form Previously Submitted: \_\_\_\_\_  
Not claiming Minority/Women Business Enterprise Status: \_\_\_\_\_

2. **Certification of Authority to Sell**

The Vendor must certify Vendor is a seller in good standing, authorized to sell and able to deliver all items and related services proposed in the State of Mississippi in the time frame specified. Does the Vendor make these certifications? (A yes or no answer is required.)

3. **Certification of No Conflict of Interest**

Mississippi law clearly forbids a direct or indirect conflict of interest of a company or its employees in selling to the State. The Vendor must answer and/or provide the following:

Does there exist any possible conflict of interest in the sale of items to any institution within **ITS** jurisdiction or to any governing authority? (A yes or no answer is required.)

If the possibility of a conflict does exist, provide a list of those institutions and the nature of the conflict on a separate page and include it in your proposal. The Vendor may be precluded from selling to those institutions where a conflict of interest may exist.

4. **Pending Legal Actions**

Are there any lawsuits or other legal proceedings against the Vendor that pertain to any of the software, hardware, or other materials and/or services which are a part of the Vendor's proposal? (A yes or no answer is required.)

If so, provide a copy of same and state with specificity the current status of the proceedings.

5. **Non-Disclosure of Social Security Numbers**

Does the Vendor acknowledge that any information system proposed, developed, or modified under this RFP that disseminates, in any form or manner, information or material that contains the Social Security Number of an individual, has mechanisms in place to prevent the inadvertent disclosure of the individual's Social Security Number to members of the general public or to persons other than those persons who, in the performance of their duties and responsibilities, have a lawful and legitimate need to know the individual's Social Security Number? This acknowledgement is required by Section 25-1-111 of the Mississippi Code Annotated.

6. **Order and Remit Address**

The Vendor must specify both an order and a remit address:

Order Address:

--

Remit Address (if different):

--

7. **Web Amendments**

As stated in Section III, **ITS** will use the **ITS** website to post amendments regarding RFPs before the proposal opening at:

[http://www.its.ms.gov/Procurement/Pages/RFPS\\_Awaiting.aspx](http://www.its.ms.gov/Procurement/Pages/RFPS_Awaiting.aspx)

**ITS** may post clarifications until noon seven days prior to the proposal opening date listed on the cover page of this RFP or the posted extension date, if applicable.

Vendors may list any questions or items needing clarification discovered in the week prior to the proposal opening in a written format at the beginning of the proposal binder or in the comment section for the individual offering.

Does the Vendor certify that they have reviewed a copy of the **ITS** amendments for RFPs as above stated? (A yes or no answer is required.)

## **SECTION VII TECHNICAL SPECIFICATIONS**

### **1. How to Respond to this Section**

- 1.1 Beginning with Item 2.1 of this section, label and respond to each outline point in this section as it is labeled in the RFP.
- 1.2 The Vendor must respond with “ACKNOWLEDGED,” “WILL COMPLY” or “AGREED” to each point in this section. In addition, many items in this RFP require detailed and specific responses to provide the requested information. Failure to provide the information requested will result in the Vendor receiving a lower score for that item, or, at the State’s sole discretion, being subject to disqualification.
- 1.3 “ACKNOWLEDGED” should be used when no vendor response or vendor compliance is required. “ACKNOWLEDGED” simply means the vendor is confirming to the State that he read the statement. This is commonly used in the RFP sections where the agency’s current operating environment is described or where general information is being given about the project.
- 1.4 “WILL COMPLY” or “AGREED” are used interchangeably to indicate that the vendor will adhere to the requirement. These terms are used to respond to statements that specify that a vendor or vendor’s proposed solution must comply with a specific item or must perform a certain task.
- 1.5 If the Vendor cannot respond with “ACKNOWLEDGED,” “WILL COMPLY,” or “AGREED,” then the Vendor must respond with “EXCEPTION.” (See Section V, for additional instructions regarding Vendor exceptions.)
- 1.6 Where an outline point asks a question or requests information, the Vendor must respond with the specific answer or information requested.
- 1.7 In addition to the above, Vendor must provide explicit details as to the manner and degree to which the proposal meets or exceeds each specification.

### **2. Mandatory Provisions for this RFP**

- 2.1 A Vendor WEB Conference on Wednesday, June 22, 2016, is mandatory for any Vendor who intends to submit an RFP response. No exceptions will be granted to this requirement. Any proposal received from a Vendor who did not have an authorized representative at the Vendor Conference will be rejected.

The conference will be held at **ITS** located at 3771 Eastwood Drive, Jackson, MS 39211. Vendors can attend in person or via web conference. Vendors must contact Bill Brinkley via email no later than 3:00 p.m. on Monday, June 20, 2016, to receive instructions on how to enter the web conference.

### 3. General Overview and Background

The State of Mississippi Department of Wildlife, Fisheries, and Parks (MDWFP) is seeking qualified vendors to design, build, and implement modules integrated with their existing paperless office system. This system will contain applications to assist MDWFP with management of Support Services, Financial Reporting, Property and MIS programs.

The project is divided into two Phases. The first phase is to (1) analyze and assess the current system architecture, design, code, data models, data sources, data quality and usability, and workflows; (2) prepare a detailed system requirements document; (3) prepare a conceptual design document; and (4) prepare a Phase 2 project plan and cost estimate.

A decision will be made at MDWFP sole discretion about implementing Phase 2 based on the results of Phase 1 and projected costs of completing Phase 2. Costs for implementing Phase 2 will be calculated using the awarded vendor's hourly rates bid for Phase 2 in this RFP. A determination to implement each individual module, in which order, and the starting dates for each, will to be made by MDWFP.

### 4. Procurement Project Schedule

Task	Date
First Advertisement Date for RFP	06/07/16
Second Advertisement Date for RFP	06/14/16
<b>Mandatory Vendor Web Conference</b>	3:00 p.m. Central Time on 06/22/16
Deadline for Vendor's Written Questions	3:00 p.m. Central Time on 06/29/16
Deadline for Questions Answered and Posted to ITS Web Site	07/12/16
Open Proposals	07/21/16
Evaluation of Proposals	07/21/16-08/04/16
Contract Negotiation	08/05/16-08/19/16
Proposed Project Implementation Start-up	09/01/16

### 5. Statement of Understanding

5.1 Vendors may request additional information or clarifications to this RFP using the following procedure:

5.1.1 Vendors must clearly identify the specified paragraph(s) in the RFP that is in question.

5.1.2 Vendor must deliver a written document to Bill Brinkley at ITS by Wednesday, June 29, 2016 at 3:00 p.m. Central Time. This document may be delivered by hand, mail, email, or fax. Address information is given on page one of this RFP. The fax number is (601) 713-6380. **ITS WILL NOT BE RESPONSIBLE FOR DELAYS IN THE DELIVERY OF QUESTION DOCUMENTS.** It is solely the responsibility of the vendor that the

clarification document reaches ITS on time. Vendors may contact Bill Brinkley to verify the receipt of their document. Documents received after the deadline will be rejected.

- 5.2 All questions will be compiled and answered, and a written document containing all questions submitted and corresponding answers will be posted on the ITS web site by close of business on Tuesday, July 12, 2016.

## **6. Technical Requirements**

- 6.1 Web based systems built on Microsoft .NET framework, IIS, and SQL Server technologies.

- 6.1.1 The system must provide a security layer based on current asp.net membership provider and Active Directory that allows both state employees and active contractors the ability to access the system in a secure fashion.

6.1.1.1 xNet custom membership provider must share credentials across applications / sub domains using existing machine.config

6.1.1.2 Must integrate with existing Microsoft Role Provider for access control

- 6.1.2 The system must integrate with existing SQL server / .NET based state departmental systems - including document management and workflow process systems

- 6.1.3 The system must be mobile optimized throughout the user interface using responsive design technologies.

- 6.1.4 Applications must be hosted internally on Windows IIS servers – currently Windows Server 2008 R2 with IIS 7.5

- 6.1.5 All code must be managed in visual studio source control at mdwfp.visualstudio.com

- 6.1.6 Microsoft Visual Studio 2015 or higher supporting the following additional environments

6.1.6.1 MVC application

6.1.6.2 .Net 4.5 or higher

6.1.6.3 Html5

6.1.6.4 Angular javascript

6.1.6.5 Bootstrap



- 6.1.6.6 Responsive Design
- 6.1.7 SQL Server 2012
- 6.1.8 Integration with existing asp.net menu system for agency extranet.
- 6.2 The system must be "paperless"
  - 6.2.1 New applications developed will be integrated with existing workflow processes.
  - 6.2.2 Integration with existing document management system for storage of agency documents
  - 6.2.3 Integration with existing digital signature processes
- 6.3 All system modules must be documented
  - 6.3.1 Technical system documentation for agency developers will be provided
    - 6.3.1.1 Transfer of knowledge (training) to agency employees for support
  - 6.3.2 End-user documentation - user / procedural manuals
    - 6.3.2.1 Integrated into system and overall help document
- 6.4 The system must provide an advanced reporting capability
  - 6.4.1 Traditional reports as PDF
    - 6.4.1.1 Scheduled reporting with email distribution
  - 6.4.2 Ad-hoc reporting tools - business analytics
    - 6.4.2.1 Exportable to excel, csv
  - 6.4.3 Executive dashboards that include Key Performance Indicators (KPI), workflow status, and other features.
  - 6.4.4 Audit reports
  - 6.4.5 Financials
  - 6.4.6 Assets
- 6.5 Audit trail system for data transactions
  - 6.5.1 Time stamps

6.5.2 Who did what

6.6 Integration with statewide regulatory systems when possible

6.6.1 MAGIC

6.6.2 SAAS/SPAHRS

6.7 **Support Services / Administration Modules**

6.7.1 HR

6.7.1.1 Contract module used to manage contract personnel as well as independent contractors for the Mississippi Department of Wildlife, Fisheries, and Parks (MDWFP). The contracts system organizes the data required to interface with the state payroll systems.

6.7.1.1.1 Contract Personnel including self-service time reporting and self-service on-boarding

6.7.1.1.2 Contract procurement request including building individual contracts and renewing existing contracts.

6.7.1.1.3 Contract modification request

6.7.1.1.4 System generated legal contract document to be signed by contract employee and scanned back to document management system.

6.7.1.1.5 Specific contract reports

6.7.1.1.6 Backend management system for editing and updating database tables containing allowable selections on all forms

6.7.1.1.7 Integration with all other modules described in section 6.

6.7.1.1.8 Employee routing form

6.7.1.1.9 Profile creation and management for each contract employee

6.7.1.2 Electronic Time Management (ETM) used to manage personnel time.

6.7.1.2.1 Self-service system for recording actual time worked

6.7.1.2.2 Federal reallocation based on reporting codes

6.7.1.2.3 Profile creation and management for each employee

- 6.7.1.2.3.1 Profile must include rates for each employee including fringe and other agency costs
- 6.7.1.2.4 Leave workflow and management
- 6.7.1.2.5 Comp time workflow and management
- 6.7.1.2.6 Programmatic dashboard reporting and accounting reporting
- 6.7.1.2.7 Support for different employee types including Exempt, Non-Exempt, Non-Exempt Law Enforcement
- 6.7.1.2.8 Backend management system for editing and updating database tables containing allowable selections on all forms
- 6.7.1.2.9 Basic employee work schedule calendar system
- 6.7.1.2.10 Integration with all other modules
- 6.7.1.3 Employee Forms used for on-boarding of personnel as well as employee tracking and election of coverage.
  - 6.7.1.3.1 Checkoff form to track what forms have been filled out by each employee
  - 6.7.1.3.2 Pre-employment forms
    - 6.7.1.3.2.1 Personnel action form
    - 6.7.1.3.2.2 Recruitment request form
    - 6.7.1.3.2.3 Recommendation to hire form
    - 6.7.1.3.2.4 Interview scheduling / team authorization / question authorization
    - 6.7.1.3.2.5 Account creation for each potential candidate
    - 6.7.1.3.2.6 Offer (form) letters / not successful letters
  - 6.7.1.3.3 Orientation
  - 6.7.1.3.4 Profile creation and management for each employee - inherited from initial account creation
  - 6.7.1.3.5 On-boarding forms (Personnel Files)

6.7.1.3.5.1 Personnel Action Forms

6.7.1.3.5.2 Profile Form

6.7.1.3.5.3 Emergency contact form

6.7.1.3.5.4 Forms for enrollment for insurance, yearly updates, direct deposit, cafeteria benefit election

6.7.1.3.5.5 Federal forms integration for employment (tax, I9, etc)

6.7.1.3.5.6 PDA

6.7.1.3.5.7 Selective Service

6.7.1.3.5.8 Proximity badge form

6.7.1.3.6 Retirement management

6.7.1.3.7 Transfer routing / termination forms

6.7.1.3.8 Background Check

6.7.1.3.9 Reporting and searching

6.7.1.3.10 Outside employment form

6.7.1.3.11 Receipt of employee handbook

## **6.8 Financial Services**

6.8.1 Generally Accepted Accounting Principles (GAAP) preparation system used to assist with the completion of the annual GAAP package.

6.8.1.1 Application to assist with creation of financial schedules

6.8.1.2 Ability to make year-end adjustments to reflect agency standing

6.8.1.3 Accrual, inventory, and checking account rollup data forms for adjustments of revenue numbers. Potentially leveraging future interface with inventory systems for revenue roll-up data.

6.8.1.4 Automated MAGIC settlement – reconciliation between internal systems and MAGIC reports for exceptions

6.8.1.5 Integration with State Financial Auditor system below.

- 6.8.2 Revenue system is used for tracking and reporting on all of the agency's revenue streams. The system will include internet sales, phone/ POS sales, grant reimbursements, and cash.
  - 6.8.2.1 Reconciliation of internet sales from vendors - if possible to interface MAGIC and MSI data feeds for development of an overall report to reconcile.
    - 6.8.2.1.1 Mississippi's Accountability System for Government Information and Collaboration "MAGIC" is the State's accounting system. More information can be found at [magic.ms.gov](http://magic.ms.gov).
    - 6.8.2.1.2 MSI is the State's payment processor. Additional information can be found in Attachment A "Mississippi Payment Processing".
  - 6.8.2.2 Reconciliation application for bank deposits
  - 6.8.2.3 Revenue reporting application to consolidate all sources of revenue data
  - 6.8.2.4 Build interface template for MAGIC for payment from revenue source (Vendor PDF billing report) and reconcile our payment versus vendor costs - including phone sales and POS.
  - 6.8.2.5 Grant application to determine revenue based on reimbursements including indirect cost rates, direct costs, master data, worker's comp rates and fringe rates as well as fund splits. In order to use the paperless internal data this application must have a reconciliation process with MAGIC.
  - 6.8.2.6 Direct integration with budget application system for availability of funds.
  - 6.8.2.7 Automated MAGIC reconciliation process for settled revenue transactions versus internal systems to generate exceptions. See reconciliation module for further detail.
- 6.8.3 Budget Application system used for tracking, reporting and analysis of expenditures and revenue for budget control.
  - 6.8.3.1 Budget creation
  - 6.8.3.2 Budget management
  - 6.8.3.3 Workflow integration for transfer of authority
  - 6.8.3.4 Programmatic reporting

- 6.8.3.5 Accounting reporting
- 6.8.3.6 Tracking by all funds - general, special and federal funds
- 6.8.3.7 Reconciliation reports to compare MAGIC reports and internal budget reports – see reconciliation module
- 6.8.4 Application to create indirect cost allocation plan and indirect cost rate proposal
  - 6.8.4.1 Calculate rate based on direct and indirect expenses
  - 6.8.4.2 Potential integration for budget authority
- 6.8.5 Uniform System used for tracking, ordering and dissemination of agency issued uniforms
  - 6.8.5.1 Employee profile system for uniform allowances and control of ordering
  - 6.8.5.2 Ordering (shopping cart) application
  - 6.8.5.3 workflow process for supervisor / executive approval
  - 6.8.5.4 Return / exchange process
  - 6.8.5.5 accounting procurement process - integration when possible to MAGIC and/or vendor
    - 6.8.5.5.1 Bid process system
    - 6.8.5.5.2 Order receiving processing for control of distribution
    - 6.8.5.5.3 Invoicing process, signatures, check-off
    - 6.8.5.5.4 Management of items available for purchase by employee
    - 6.8.5.5.5 Management of sizes / choices per item per employee
- 6.8.6 State Financial Auditor system used for assisting external auditors when onsite for reviewing financial services
  - 6.8.6.1 Special and federal fund revenue and expenditures
  - 6.8.6.2 Transfers in and out
  - 6.8.6.3 Yearly comparisons of expenses and revenue
  - 6.8.6.4 Trial balance reconciliation

6.8.6.5 Payroll (SPAHRs) reconciliation

6.8.6.6 Bank account reconciliation

6.8.6.7 Report system (dashboard) specifically designed for audit process

6.8.7 Work Order application to track cost per work order assigned to bureaus per facility.

6.8.7.1 Tied to purchase requests

6.8.7.2 Workflow required

6.8.7.3 Employee assignments

6.8.7.4 Reports by work order for active/closed/progress

6.8.7.5 Report on purchases tied to work orders

6.8.8 MAGIC reconciliation application to be used for reconciling data between our internal tracking systems and MAGIC reports

6.8.8.1 Ability to document differences between systems

6.8.8.2 Exception reports which compares internal data with MAGIC reports to flag potential errors and alert users

6.8.8.3 Transaction based comparisons – report from MAGIC that shows expenditure and revenue by line item which can be compared to ours

## 6.9 **Property Management**

6.9.1 Property Management application is used for management of agency assets including individual employee assigned equipment, inspections of buildings / capital outlay, and tracking of property

6.9.1.1 Asset Management

6.9.1.1.1 New equipment integration with purchasing system

6.9.1.1.2 Existing equipment

6.9.1.2 Property transaction form

6.9.1.3 Property disposal

6.9.1.4 Affidavit for lost / stolen property

6.9.1.5 Asset management review system for employee's assigned equipment including vehicles and assets

6.9.1.5.1 Scheduling system for inspections

6.9.1.5.2 Checklists of things to do / inspect

6.9.1.6 Inspection of assets assigned to locations

6.9.1.6.1 Scheduling system for inspections

6.9.1.6.2 Checklists of things to do / inspect

6.9.1.7 Energy conservation management

6.9.1.8 Profile integration with HR with additional profile management for each employee's asset specific settings

6.9.1.9 Ability to add photos / documents to system integrated with document management system

## 6.10 **MIS Management**

6.10.1 MIS Management systems for backend

6.10.1.1 Including workflow processes for requesting new codes

6.10.1.2 Chart of accounts

6.10.1.3 Accounting codes - SPAHRS

6.10.1.4 Accounting codes - MAGIC

6.10.1.5 Support ticket system

6.10.1.5.1 Computer purchases

6.10.1.5.2 Tech support

6.10.1.5.3 Reporting

6.10.1.5.4 Scheduling

## 7. **Vendor Qualifications**

The Vendor must provide a copy of its most recent annual report, credit rating number from an industry-accepted credit rating firm, or report of an auditor's unqualified opinion of the financial stability of the firm.

7.1 Corporate Experience



The Vendor must provide a description of its organization. This description shall contain all pertinent data relating to the Vendor's organization, personnel and experience that would substantiate the qualifications and capabilities of the Vendor to perform the services described herein. At minimum the Vendor must describe:

7.1.1 Organization Size and Structure

7.1.1.1 Describe the Vendor's size and organizational structure and state whether the Vendor is based locally, regionally, nationally, or internationally, as well as its relationship to any parent firms, sister firms or subsidiaries.

7.1.1.2 Give the location of the Vendor's principal office and the number of executive and professional personnel employed at this office.

7.1.1.3 If incorporated, the name of the state of incorporation shall be included. (Note: In order to execute a contract, the awarded Vendor's firm must be qualified to do business in the State of Mississippi on or before the date the contract is signed).

7.1.2 Brief History of Organization

7.1.2.1 Define growth of organization over the last three years.

7.1.2.2 Define organization's current position and commitment to the State in this market place.

7.1.2.3 Define market indicators that could affect the contractual obligations of the organization as it relates to this contract.

7.1.2.4 Define any impending merger or acquisition that would affect the organization that could impact this contract.

7.1.3 The organizational experience information provided should be for engagements similar to the size and scope as defined in this RFP. Preference may be given to Vendor with any of the following experience:

7.1.3.1 Experience with information technology projects with other states and governmental agencies.

7.1.3.2 Experience with business process mapping and re-engineering, organizational assessments, and organizational analyses.

7.1.4 Experience with designing and developing Microsoft .NET web applications

7.1.5 Experience with developing applications using Microsoft SQL Server

7.2 The hourly rate for each vendor team positions must be included in Section VIII, Cost Information Submission. Vendor should include any position that will be used in any phase of the project

- 7.3 The individual proposed for the Project Manager role must have verifiable work experience in the following areas.

	<b>Skill Set for Project Manager Role</b>	<b>Requirement</b>
7.3.1	Project Management of Information Technology (IT) projects of similar size and scope as those identified in this RFP.	5 Years
7.3.2	Manager/Supervisor of IT professionals engaged in projects of similar size and scope as those identified in this RFP.	5 Years
7.3.3	Experience in the full application / systems development life cycle, including analysis, requirements definition, design, technical specifications research, development, documenting, testing, implementation, and maintenance	5 Years

- 7.4 Primary developer assigned to each application project must have verifiable working experience in the following areas:

	<b>Skill Set</b>	<b>Requirement</b>
7.4.1	Development of Microsoft ASP.NET web applications with Visual Studio 2010 or later including mobile optimization and client side development tools.	5 Years
7.4.2	Microsoft SQL Server development	5 Years
7.4.3.	IIS	5 Years
7.4.4	Source Control	3 Years
7.4.5	MVC	3 Years
7.4.6	Javascript	2 Years
7.4.7	Bootstrap	1 Year
7.4.8	Html5	1 Year
7.4.9	Responsive Design	1 Year

- 7.5 All Individuals(s) as members of the Vendor's project team must collectively have the following skills. Names and resumes (or other summaries of the project team's education and work experience) must be included.

	<b>Skill Set/Requirement for each Team Member</b>	<b>Requirement</b>
7.5.1	Ability to effectively communicate in English verbally and in writing.	Documented experience required; no minimum length of time is specified
7.5.2	Ability to interact with functional users and technical staff regarding business and information technology needs.	Documented experience required; no minimum length of time is specified
7.5.3	Ability to listen and solve problems	Documented experience required; no minimum length of time is specified
7.5.4	Ability to create and maintain documentation.	Documented experience required; no minimum length of time is specified
7.54.5	Ability to manage and facilitate resolution of non-technical issues.	Documented experience required; no minimum length of time is specified

- 7.6 Additional consideration for Microsoft competencies and certifications directly related to ASP.NET and/or SQL development
- 7.7 Vendor must provide an Executive Summary that highlights the content of the proposal to include a summary of the Vendor's qualifications and approach to the stated phases of this project.
- 7.8 Proposed Project Plan
- 7.8.1 A preliminary work plan for the project must be provided as part of the Vendor's proposal. The work plan must include a milestone for each deliverable with a description of the approach.
- 7.8.1.1 Each milestone must include at least the following information:
- 7.8.1.1.1 Beginning and ending target dates following contract execution.
- 7.8.1.1.2 Assigned staff efforts (hours) and team members.
- 7.8.1.2 Each deliverable must be identified by name in the work plan and map exactly to the deliverables listed in the cost proposal.
- 7.9 Staff and Time Allocations

- 7.9.1 Description of responsibilities for all proposed team members.
- 7.9.2 Time commitments of proposed team members based on number of hours.

7.10 Project Status Reporting

- 7.10.1 The awarded Vendor must report project status in a format and schedule approved by MDWFP. Weekly written reports must include information on work completed, work planned for the following week, any preliminary findings, and any issues to be addressed.

8. **Additional Requirements**

**ITS** acknowledges that the specifications within this RFP are not exhaustive. Rather, they reflect the known requirements that must be met by the proposed system. Vendors must specify, here, what additional components may be needed and are proposed in order to complete each configuration.

9. **Scoring Methodology**

- 9.1 An Evaluation Team composed of MDWFP and **ITS** staff will review and evaluate all proposals. All information provided by the Vendors, as well as any other information available to evaluation team, will be used to evaluate the proposals.
  - 9.1.1 Each category included in the scoring mechanism is assigned a weight between one and 100.
  - 9.1.2 The sum of all categories, other than Value-Add, equals 100 possible points.
  - 9.1.3 Value-Add is defined as product(s) or service(s), exclusive of the stated functional and technical requirements and provided to the State at no additional charge, which, in the sole judgment of the State, provide both benefit and value to the State significant enough to distinguish the proposal and merit the award of additional points. A Value-Add rating between 0 and 5 may be assigned based on the assessment of the evaluation team. These points will be added to the total score.
  - 9.1.4 For the evaluation of this RFP, the Evaluation Team will use the following categories and possible points:

Category	Possible Points
Non-Cost Categories:	

<b>Technical Requirements</b>	30
<b>Vendor Qualifications</b>	30
Total Non-Cost Points	60
Cost	40
Total Base Points	100
Value Add	5
<b>Maximum Possible Points</b>	<b>105</b>

9.2 The evaluation will be conducted in four stages as follows:

9.2.1 Stage 1 – Selection of Responsive/Valid Proposals – Each proposal will be reviewed to determine if it is sufficiently responsive to the RFP requirements to permit a complete evaluation. A responsive proposal must comply with the instructions stated in this RFP with regard to content, organization/format, Vendor experience, number of copies, bond requirement, timely delivery, and must be responsive to all mandatory requirements. No evaluation points will be awarded in this stage. Failure to submit a complete proposal may result in rejection of the proposal.

9.2.2 Stage 2 – Non-cost Evaluation (all requirements excluding cost)

9.2.2.1 Non-cost categories and possible point values are as follows:

<b>Non-Cost Categories</b>	<b>Possible Points</b>
Technical Requirements	30
Vendor Qualifications	30
<b>Maximum Possible Points</b>	<b>60</b>

9.2.2.2 Proposals meeting fewer than 80% of the requirements in the non-cost categories may be eliminated from further consideration.

9.2.2.3 ITS scores the non-cost categories on a 10-point scale, with 9 points for meeting the requirement. The 'Meets Specs' score for each category is 90% of the total points allocated for that category. For example, the Technical Requirements category was allocated 30 points; a proposal that fully met all requirements in that section would have scored 27 points. The additional 10% is used for a proposal that exceeds the requirement for an item in a way that provides additional benefits to the state.

9.2.3 Stage 3 – Cost Evaluation

9.2.3.1 Points will be assigned using the following formula:

$$(1 - ((B - A) / A)) * n$$

Where:

A = Total lifecycle cost of lowest valid proposal

B = Total lifecycle cost of proposal being scored

n = Maximum number of points allocated to cost for acquisition

9.2.3.2 Cost categories and maximum point values are as follows:

<b>Cost Category</b>	<b>Possible Points</b>
Lifecycle Cost	40
<b>Maximum Possible Points</b>	<b>40</b>

#### 9.2.4 Stage 4 - On-site Demonstrations and Interviews

9.2.4.1 At the discretion of the State, evaluators may request interviews, on-site presentations, demonstrations or discussions with any and all Vendors for the purpose of system overview and/or clarification or amplification of information presented in any part of the proposal.

9.2.4.2 If requested, Vendors must be prepared to make on-site demonstrations of system functionality and/or proposal clarifications to the evaluation team and its affiliates within seven calendar days of notification. Each presentation must be made by the project manager being proposed by the Vendor to oversee implementation of this project.

9.2.4.3 Proposed key team members must be present at the on-site demonstration. The evaluation team reserves the right to interview the proposed key team members during this onsite visit.

9.2.4.4 Although on-site demonstrations may be requested, the demonstration will not be allowed in lieu of a written proposal.

#### 9.2.5 Site Visits

9.2.5.1 At the State's option, Vendors that remain within a competitive range must be prepared to provide a reference site within seven calendar days of notification. If possible, the reference site should be in the Southeastern region of the United States. Vendor must list potential reference sites in the proposal.

9.3 Final Quantitative Evaluation - Following any requested presentations, demonstrations, and/or site visits, the Evaluation Team will re-evaluate any technical/functional scores as necessary. The technical/functional and cost scores will then be combined to determine the Vendor's final score.

## SECTION VIII COST INFORMATION SUBMISSION

### 1. Phase 1 Price Proposal

Vendors must propose a summary of all applicable Phase 1 costs in the matrix that follows. The matrix must be fully completed. Any cost not listed in this section may result in the Vendor providing those products or services at no charge to the State or face disqualification. Vendor must not edit the role names or add or remove rows. The Fixed Hourly Rate will remain the same for the entire duration of the Phase 1 work. The total Phase 1 Not-to-Exceed Price will be binding, but sub-totals per role or deliverable will not. Vendor may use the Excel spreadsheet provided as Attachment G to calculate the values, but must enter the values into this table.

Phase 1 Deliverable	Phase 1 Project Role	Fixed Hourly Rate (USD)	Estimated Hours	Price by Role (USD)
<b>Detailed System Review Total</b>				
	Project Manager			
	System Architect			
	Functional Lead			
	Data Architect			
	Data Analyst			
	Database Administrator			
	Senior Developer			
	Junior Developer			
	Business Analyst			
	Functional Tester			
	Performance/Stress Tester			
	Technical Writer			
	User Interface Designer			
	Project Administration Assistant			
<b>Detailed Data Review Total</b>				
	Project Manager			

Phase 1 Deliverable	Phase 1 Project Role	Fixed Hourly Rate (USD)	Estimated Hours	Price by Role (USD)
	System Architect			
	Functional Lead			
	Data Architect			
	Data Analyst			
	Database Administrator			
	Senior Developer			
	Junior Developer			
	Business Analyst			
	Functional Tester			
	Performance/Stress Tester			
	Technical Writer			
	User Interface Designer			
	Project Administration Assistant			
<b>Detailed System Requirements Total</b>				
	Project Manager			
	System Architect			
	Functional Lead			
	Data Architect			
	Data Analyst			
	Database Administrator			
	Senior Developer			
	Junior Developer			
	Business Analyst			
	Functional Tester			
	Performance/Stress Tester			
	Technical Writer			
	User Interface Designer			



Phase 1 Deliverable	Phase 1 Project Role	Fixed Hourly Rate (USD)	Estimated Hours	Price by Role (USD)
	Project Administration Assistant			
<b>System Conceptual Design Total</b>				
	Project Manager			
	System Architect			
	Functional Lead			
	Data Architect			
	Data Analyst			
	Database Administrator			
	Senior Developer			
	Junior Developer			
	Business Analyst			
	Functional Tester			
	Performance/Stress Tester			
	Technical Writer			
	User Interface Designer			
	Project Administration Assistant			
<b>Phase 2 Project Plan Total</b>				
	Project Manager			
	System Architect			
	Functional Lead			
	Data Architect			
	Data Analyst			
	Database Administrator			
	Senior Developer			
	Junior Developer			
	Business Analyst			

Phase 1 Deliverable	Phase 1 Project Role	Fixed Hourly Rate (USD)	Estimated Hours	Price by Role (USD)
	Functional Tester			
	Performance/Stress Tester			
	Technical Writer			
	User Interface Designer			
	Project Administration Assistant			
<b>Travel and Other Allowable Expenses Total</b>				
	Airfare			
	Lodging			
	Meals			
	Rental Car			
	Rental Car Fuel			
	Printing, Postage, Supplies			
	Personal Vehicle			
	Miscellaneous/Other (Please Describe)			
<b>Total Phase 1 Not-to-Exceed Price</b>				

## 2. Phase 2 Price Proposal

Vendors must use the matrix that follows to propose hourly rates and estimated percentage of total work for Phase 2 of the project. The matrix must be fully completed. Vendor must not edit the role names or add or remove rows. The fully-loaded Fixed Hourly Rate will remain the same for the entire duration of the Phase 2 work. The Estimated Percentage of Total Phase 2 Work reflects the Vendor's best estimate of the portion of the Phase 2 work to be completed by each role. Weighted Hourly Rate is calculated as (Fully-loaded Fixed Hourly Rate x Est. % of Total Phase 2 Work). The sum of the values in the Est. % of Total Phase 2 Work column must equal 100%. The Weighted Hourly Rate values are then summed to calculate the Phase 2 Blended Hourly Rate. Vendor may use the Excel spreadsheet provided as Attachment G to calculate the values, but must enter the values into this table.

Phase 2 Project Role		Fully-loaded Fixed Hourly Rate (USD)	Est. % of Total Phase 2 Work	Weighted Hourly Rate (USD)
	Project Manager			
	System Architect			
	Functional Lead			
	Data Architect			
	Data Analyst			
	Database Administrator			
	Senior Developer			
	Junior Developer			
	Business Analyst			
	Functional Tester			
	Performance/Stress Tester			
	Technical Writer			
	User Interface Designer			
	Project Administration Assistant			
<b>Phase 2 Blended Hourly Rate</b>			<b>100%</b>	

## SECTION IX REFERENCES

Please return the following Reference Forms, and if applicable, Subcontractor Reference Forms.

### 1. References

- 1.1 The Vendor must provide at least **three (3)** references consisting of Vendor accounts that the State may contact. Required information includes customer contact name, address, telephone number, email address, and engagement starting and ending dates. Forms for providing reference information are included later in this RFP section. The Vendor must make arrangements in advance with the account references so that they may be contacted at the Project team's convenience without further clearance or Vendor intercession.
- 1.2 Any of the following may subject the Vendor's proposal to being rated unfavorably relative to these criteria or removed from further consideration, at the State's sole discretion:
  - 1.2.1 Failure to provide reference information in the manner described;
  - 1.2.2 Inability of the State to substantiate minimum experience or other requirements from the references provided;
  - 1.2.3 Non-responsiveness of references to the State's attempts to contact them; or
  - 1.2.4 Unfavorable references that raise serious concerns about material risks to the State in contracting with the Vendor for the proposed products or services.
- 1.3 References should be based on the following profiles and be able to substantiate the following information from both management and technical viewpoints:
  - 1.3.1 The reference installation must be for a project similar in scope and size to the project for which this RFP is issued;
  - 1.3.2 The reference installation must have been operational for at least six (6) months.
- 1.4 The State reserves the right to request information about the Vendor from any previous customer of the Vendor of whom the State is aware, including the procuring agency and/or other agencies or institutions of the State, even if that customer is not included in the Vendor's list of references, and to utilize such information in the evaluation of the Vendor's proposal.
- 1.5 Unless otherwise indicated in the Scoring Methodology in Section VII, reference information available to the State will be used as follows:

- 1.5.1 As documentation supporting mandatory experience requirements for companies, products, and/or individuals, as required in this RFP;
- 1.5.2 To confirm the capabilities and quality of a Vendor, product, or individual for the proposal deemed lowest and best, prior to finalizing the award.
- 1.6 The State reserves the right to forego reference checking when, at the State's sole discretion, the evaluation team determines that the capabilities of the recommended Vendor are known to the State.

## 2. **Subcontractors**

The Vendor's proposal must identify any subcontractor that will be used and include the name of the company, telephone number, contact person, type of work subcontractor will perform, number of certified employees to perform said work, and three (3) references for whom the subcontractor has performed work that the State may contact. Forms for providing subcontractor information and references are included at the end of this section.

Unless otherwise noted, the requirements found in the References section may be met through a combination of Vendor and subcontractor references and experience. Vendor's proposal should clearly indicate any mandatory experience requirements met by subcontractors. NOTE: The State reserves the right to eliminate from further consideration proposals in which the prime Vendor does not, in the State's sole opinion, provide substantive value or investment in the total solution proposed. (i.e. the State does not typically accept proposals in which the prime Vendor is only a brokering agent.)

## REFERENCE FORM

### Complete three (3) Reference Forms.

Contact Name:

Company Name:

Address:

Phone #:

E-Mail:

Project Start Date:

Project End Date:

Description of product/services/project, including start and end dates:

--

## **SUBCONTRACTOR REFERENCE FORM**

**Complete a separate form for each subcontractor proposed.**

Contact Name:  
Company name:  
Address:  
Phone #:  
E-Mail:

Scope of services/products to be provided by subcontractor:

--

**Complete three (3) Reference Forms for each Subcontractor.**

Contact Name:  
Company name:  
Address:  
Phone #:  
E-Mail:  
Description of product/services/project, including start and end dates:

--

**ATTACHMENT A**  
**MISSISSIPPI PAYMENT PROCESSING**



Mississippi Payment  
Processing2.docx



## EXHIBIT A STANDARD CONTRACT

A properly executed contract is a requirement of this RFP. After an award has been made, it will be necessary for the winning Vendor to execute a contract with **ITS**. The inclusion of this contract does not preclude **ITS** from, at its sole discretion, negotiating additional terms and conditions with the selected Vendor(s) specific to the projects covered by this RFP.

If Vendor cannot comply with any term or condition of this Standard Contract, Vendor must list and explain each specific exception on the *Proposal Exception Summary Form* included in Section V.

**PROJECT NUMBER 42460  
SOFTWARE DEVELOPMENT AGREEMENT  
BETWEEN  
INSERT VENDOR NAME  
AND  
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES  
AS CONTRACTING AGENT FOR THE  
MISSISSIPPI DEPARTMENT OF WILDLIFE, FISHERIES, AND PARKS**

This Software Development Agreement (hereinafter referred to as "Agreement") is entered into by and between **INSERT VENDOR NAME**, a **INSERT STATE OF INCORPORATION** corporation having its principal place of business at **INSERT VENDOR ADDRESS**, (hereinafter referred to as "Contractor"), and Mississippi Department of Information Technology Services having its principal place of business at 3771 Eastwood Drive, Jackson, Mississippi 39211 (hereinafter referred to as "ITS"), as contracting agent for the Mississippi Department of Wildlife, Fisheries, and Parks located at 1505 Eastover Drive, Jackson, Mississippi 39211 (hereinafter referred to as "Customer"). ITS and Customer are sometimes collectively referred to herein as "State."

**WHEREAS**, the State, pursuant to Request for Proposals (hereinafter referred to as "RFP") Number 3901, requested proposals for a qualified contractor to design, develop, and implement a paperless office system as described in the RFP; and

**WHEREAS**, after careful review of all proposals, the Contractor was the successful proposer in an open, fair, and competitive procurement process to provide the above mentioned services;

**NOW THEREFORE**, in consideration of the mutual understandings, promises, and agreements set forth herein, the parties hereto agree as follows:

### ARTICLE 1 TERM OF AGREEMENT

**1.1** Unless this Agreement is extended by mutual, written agreement or terminated as prescribed elsewhere in this Agreement, the term of this Agreement shall commence on the last date on which it is executed below and shall continue until the Contractor completes all tasks required herein, pursuant to the Project Work Plan, including services during the Warranty Period and any post warranty maintenance/support period specified in Exhibit A. Time is of the essence in the performance of this Agreement. The System must be delivered, implemented, fully functional, accepted by the Customer, and all tasks required herein, with the exception of the

warranty and maintenance period, completed on or before June 30, 2017, unless a change in this date is mutually agreed to in writing by the State and the Contractor.

**1.2** This Agreement will become a binding obligation on the State only upon the issuance of a valid purchase order by the Customer following contract execution and the issuance by ITS of the CP-1 Acquisition Approval Document.

## **ARTICLE 2 DEFINITIONS**

**2.1** "Agreement" shall mean this Software Development Agreement and any amendments thereto, between the Customer and the Contractor.

**2.2** "Appropriate Change Order Rate" shall mean the rate specified in Article 9 herein for Project management, analysis and design, programming, or clerical work performed under an authorized Change Order.

**2.3** "Change Order" shall mean changes in the scope of work which are approved and agreed to in writing by the State and the Contractor as set forth in Article 9 herein.

**2.4** "Contract Documents" shall mean those documents identified in Article 4 herein.

**2.5** "Contractor" shall mean **INSERT VENDOR NAME** and its successors and assigns (subject to the provisions of the article herein titled "Assignments and Subcontracts").

**2.6** "Customer" shall mean Mississippi Department of Wildlife, Fisheries, and Parks.

**2.7** "Defect" shall mean any failure of the System to operate in conformity with the System specifications as contemplated by the RFP and the Contractor's Proposal, as accepted by the State, in response thereto.

**2.8** "Deliverable" shall include, but is not limited to, such Project products and services as plans, analyses, standards, documentation, manuals, procedures, software, source code, interfaces, tests, training, support, hardware, warranties, and other items required for a successful System installation and not specifically excluded in writing by the Customer.

**2.9** "ITS" shall mean the Mississippi Department of Information Technology Services.

**2.10** "Project" shall mean the analysis, design, development, conversion services and implementation services, and associated Deliverables to be performed by the Contractor as described in the RFP and the Contract Documents.

**2.11** "Project Work Plan" shall mean the planning and scheduling document described in the RFP which specifically identifies the Contractor's tasks and time schedule, and is subject to the approval of the State.

**2.12** "Proposal" shall mean the Contractor's response dated **INSERT DATE**, to the RFP.

**2.13** "RFP" shall mean the Request for Proposals No. 3901 issued by the State.

**2.14** "State" shall refer to Customer and ITS collectively.

**2.15** "System" shall mean the paperless office system as designed, developed, and installed for the Customer in accordance with the provisions of this Agreement, as specified in the RFP and as amended by the approved Deliverables.

**2.16** "Warranty Period" shall mean the period of six (6) months after acceptance of the System during which the Contractor's warranties are in effect.

**2.17** "Work-in-Progress" shall mean all indicia of the Contractor's efforts to complete the listed Deliverables, including but not limited to all work papers, notes, preliminary designs, interview notes, estimates of scope of work, diagrams, bullet lists, models, prototypes, partial or complete program descriptions or definitions, program documentation on line and batch, all test case documentation, and all infrastructure components and infrastructure support items stretching across the entire Project, including but not limited to all security coding, approvals processing, notes and comments, and all other infrastructure components in any form whatsoever. This list is not intended to be all-encompassing, but is set forth as an example of the breadth of the matter contemplated as "Work-in-Progress."

### **ARTICLE 3 CONTRACTOR SERVICES**

The Contractor agrees to furnish to the Customer all hardware, software (including source code), services, and associated Deliverables required to provide to the Customer a System as described in the RFP and this Agreement.

### **ARTICLE 4 CONTRACT DOCUMENTS**

**4.1** The contract made by and between the parties hereto shall consist of, and precedence is hereby established by, the order of the following documents incorporated herein:

- A.** This Agreement signed by the parties herein;
- B.** Any exhibits attached to this Agreement;
- C.** The RFP No. 3901;
- D.** The Project Work Plan, as agreed to by the parties, and any mutually agreed upon updates and amendments to the Project Work Plan; and
- E.** The Contractor's Proposal as accepted by the State.

**4.2** The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Project by the Contractor. The Contract Documents are complementary, and what is required by one shall be binding as if required by all. A higher order document shall supersede a lower order document to the extent necessary to resolve any conflict or inconsistency arising under the various provisions thereof, provided, however, that in the event an issue is addressed in one of the above mentioned documents but is not addressed in another of such documents, no conflict or inconsistency shall be deemed to occur by reason thereof. The documents listed above are shown in descending order of priority, that is, the highest document begins with the first listed document ("A. This Agreement") and the lowest document is listed last ("E. Contractor's Proposal").

### **ARTICLE 5 SCOPE OF WORK**

The scope of work for this Project is defined by the Contract Documents set forth in Article 4 herein. The System to be produced by the Contractor under this Agreement will contain all plans, analyses, standards, documentation, manuals, procedures, software, interfaces, tests, training,

support, warranties, and other items required for a successful System installation and not specifically excluded in writing by the Customer.

## **ARTICLE 6 COORDINATION OF PROJECT**

The Contractor acknowledges that the Customer intends to be actively involved in the day-to-day progress of the Project. The Contractor agrees to (a) obtain the Customer's approval of all tasks and the time schedule for completion of said tasks prior to commencing performance, if not already contained in the approved Project Work Plan; (b) notify the Customer's designated technical and Project managers of all meetings related to the Project so as to allow their participation in said meetings; (c) make available to the State Project team members all Project work papers and Work-in-Progress for review; (d) ensure that the Contractor Project Manager and the State Project Manager work closely together; and (e) meet with the Customer on a regular basis, and as otherwise requested by the Customer, to discuss the status of the Project.

## **ARTICLE 7 RESPONSES BY CUSTOMER AND/OR CONTRACTOR**

Whenever a response, approval, or other action is required in response to a request or submission by the Contractor, the Customer shall secure the required response, approval, or action from the necessary Customer officials or personnel, and Customer's Project Manager or his/her designee shall supply the Contractor with a written approval of the requested action if the Customer's response is positive, or with a written explanation detailing with reasonable particularity the causes for negative response by the Customer. Where agreement, approval, acceptance, consent, or similar action by the Customer or the Contractor is required, such action shall not be unreasonably delayed or withheld.

## **ARTICLE 8 PAYMENT TERMS**

**8.1 COMPENSATION:** Except as provided in Article 9, Change Order Procedure, of this Agreement, the total compensation to be paid to the Contractor by the Customer shall not exceed **\$INSERT AMOUNT** (Fixed Price) for all products, services, travel, performances, and expenses under this Agreement, payable as described in the Payment Schedule and Deliverables List attached hereto as Exhibit A to this Agreement, unless prior written authorization from ITS has been obtained. Authorization of payments is subject to the written approval of the State.

**8.2 PAYMENT SCHEDULE:** The Contractor and the State agree to the Deliverable Schedule as set forth in the Payment Schedule and Deliverables List included as Exhibit A to this Agreement. The Contractor will receive payment in the amount indicated in Article 8.1 herein, less retainage to be withheld in accordance with Article 11.3 herein, upon written acceptance by the Customer of each of the Deliverables defined therein. The parties agree that as the Project Work Plan is revised by written agreement of the parties during the term of this Agreement, the anticipated dates for acceptance of Deliverables and for the corresponding payments to the Contractor, but not the amounts of those payments may likewise be revised only by written agreement of the parties.

**8.3 INVOICING:** Upon written acceptance, as set forth in Article 13 herein, by the Customer of a Deliverable which has an associated payment, the Contractor will invoice the Customer for the invoice amount of that payment as indicated in the schedule in Exhibit A of this Agreement, less retainage to be withheld in accordance with Article 11.3 herein. Contractor shall submit invoices and supporting documentation to Customer electronically during the term of this Agreement using the processes and procedures identified by the State. Subject to the provisions of Article 13 herein, the Customer shall pay to the Contractor all approved and undisputed

invoiced amounts due and owing within forty-five (45) days of the receipt by the Customer of each invoice. Late charges on any unpaid balance shall not exceed one and one-half percent (1.5%) per month or portion thereof from the expiration of such forty-five (45) day period until such time as the warrant or check is mailed or otherwise delivered to the Contractor. No payment, including final payment, shall be construed as acceptance of defective or incomplete work, and the Contractor shall remain responsible and liable for full performance in strict compliance with the Contract Documents. All payments should be made in United States currency. Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The payments by these agencies shall be deposited into the bank account of the Contractor's choice. No payment, including final payment, shall be construed as acceptance of defective products or incomplete work, and the Contractor shall remain responsible and liable for full performance in strict compliance with the contract documents specified in the article herein titled "Entire Agreement."

**8.4** Acceptance by the Contractor of the last payment from the Customer shall operate as a release of all claims against the State by the Contractor and any subcontractors or other persons supplying labor or materials used in the performance of the work under this Agreement.

## **ARTICLE 9 CHANGE ORDER RATE AND PROCEDURE**

**9.1 CHANGES IN THE SCOPE OF WORK:** It is understood that the State may, at any time, by a written order, make changes in the scope of the Project. No changes in scope are to be conducted or performed by the Contractor except by the express written approval of the State. The Contractor shall be obligated to perform all changes requested by the Customer which have no price or schedule effect.

**9.2 CHANGES AFFECTING PRICE OR SCHEDULE:** The Contractor shall have no obligation to proceed with any change that has a price or schedule effect until the parties have mutually agreed in writing thereto. Neither the State nor the Contractor shall be obligated to execute such a Change Order; if no such Change Order is executed, the Contractor shall not be obliged or authorized to perform services beyond the scope of this Agreement and the Contract Documents. All executed Change Orders shall be incorporated into previously defined Deliverables.

**9.3 APPROPRIATE CHANGE ORDER RATE:** With respect to any Change Orders issued in accordance with Article 9 herein, the Contractor shall be compensated for work performed under a Change Order, according to the hourly Appropriate Change Order Rate specified in the Contractor's Proposal. If there is a service that is not defined in the Appropriate Change Order Rate, the Contractor and the State will negotiate the rate. The Contractor agrees that each Appropriate Change Order Rate shall be a "fully loaded" rate, that is, it includes the cost of all materials, travel expenses, per diem, and all other expenses and incidentals incurred by the Contractor in the performance of the Change Order. The Contractor shall invoice the Customer upon acceptance by the Customer of all work documented in the Change Order, and the Customer shall pay invoice amounts on the terms set forth in this Agreement.

**9.4 CHANGE ORDERS:** Upon agreement of the parties to enter into a Change Order, the parties will execute such a Change Order setting forth in reasonable detail the work to be performed thereunder, the revisions necessary to the specifications or performance schedules of any affected Project Work Plan, and the estimated number of professional services hours that will

be necessary to implement the work contemplated therein. The price of the work to be performed under any Change Order will be determined based upon the Appropriate Change Order Rate; however, the Change Order will be issued for a total fixed dollar amount and may not be exceeded regardless of the number of hours actually expended by the Contractor to complete the work required by that Change Order. The Project Work Plan will be revised as necessary in accordance with Article 9.6 herein.

**9.5 PROGRESS REPORTS REGARDING CHANGES:** The Contractor will include in the progress reports delivered under this Agreement the status of work performed under all then-current Change Orders.

**9.6 REVISED PROJECT WORK PLAN:** In the event the Contractor and the State enter into a Change Order which increases or decreases the time required for the performance of any part of the work under this Agreement, the Contractor shall submit to the Customer a revised version of the Project Work Plan clearly indicating all changes at least five (5) working days prior to implementing any such changes.

**9.7 CUSTOMER'S REVIEW:** The Customer shall promptly review all revised Project Work Plans submitted under this Agreement and shall notify the Contractor of its approval or disapproval, in whole or in part, of the proposed revisions, stating with particularity all grounds for any disapproval within ten (10) working days of receiving the revisions from the Contractor. If the Customer fails to respond in such time period or any extension thereof, the Customer shall be deemed to have approved the revised Project Work Plan.

## **ARTICLE 10 RETURN OF OVERPAYMENTS**

The Contractor agrees to return to the State any overpayments due to unearned funds or funds disallowed pursuant to the terms of this Agreement that were disbursed to the Contractor by the State. The Contractor shall return any overpayments to the State within thirty (30) calendar days after either discovery by the Contractor or notification by the State of the overpayment. In the event that the Contractor or its independent auditor discovers an overpayment has been made, the Contractor shall repay said overpayment within thirty (30) calendar days, without prior notification from the State. In the event that the State first discovers an overpayment has been made, the State will notify the Contractor by letter of such finding. Should repayment not be made in a timely manner, the State will charge interest of one and one half percent (1 ½ %) per month, compounded on the outstanding balance after thirty (30) calendar days after the date of notification by the State or discovery by the Contractor, or the maximum amount allowed by law, whichever is greater.

## **ARTICLE 11 SECURITY FOR PERFORMANCE BY THE CONTRACTOR**

**11.1 IRREVOCABLE LETTER OF CREDIT:** As a condition precedent to the formation of this Agreement, the Contractor must provide an irrevocable letter of credit as herein described. To secure the Contractor's performance, the Contractor shall procure, submit to the State with this executed Agreement, and maintain in effect at all times during the course of this Agreement an irrevocable letter of credit in the total amount of this Agreement. The irrevocable letter of credit shall remain in effect until **INSERT DATE**. This expiration date is based upon the services being completed by Contractor by that date. The letter of credit shall be procured at Contractor's expense and be payable to the State of Mississippi. It is mutually agreed by the Contractor and the Customer that the Customer has the right to request payment for a partial amount or the full amount of the letter of credit should the Contractor fail to perform as required herein. Further, if

the Agreement is terminated due to Contractor's failure to comply with the terms thereof, Customer may claim against the letter of credit. The Customer may demand payment by contacting the bank issuing the letter of credit and making a written request for full or partial payment. The authorized bank is required to honor any demand for payment from the Customer within five (5) calendar days of notification. The irrevocable letter of credit shall be construed and governed in accordance with the laws of the State of Mississippi and venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi.

**11.2 RETAINAGE:** To secure the Contractor's performance under this Agreement, the Contractor agrees that the Customer shall hold back as retainage ten percent (10%) of each amount payable, including amounts payable under Change Orders, under this Agreement as set forth in Article 9 herein. The retainage amount will continue to be held until final acceptance of the System by the State and the expiration of the Warranty Period.

**11.3 LIQUIDATED DAMAGES:** It is agreed by the parties hereto that time is of the essence and that in the event of a delay in the delivery and installation deadlines or delay in the satisfactory completion and acceptance of this Project, damage shall be sustained by the Customer. In the event of a delay as described herein, the Contractor shall pay the Customer, within five (5) calendar days from the date of receipt of notice, fixed and liquidated damages of five hundred dollars (\$500.00) for each calendar day of delay caused by the Contractor. The Customer may offset amounts due it as liquidated damages against any monies due the Contractor under this Agreement. The Customer will notify the Contractor in writing of any claim for liquidated damages pursuant hereto on or before the date the Customer deducts such sums from money payable to the Contractor. Any liquidated damages assessed are in addition to and not in limitation of any other rights or remedies of the Customer.

## **ARTICLE 12 AVAILABILITY OF FUNDS**

It is expressly understood and agreed that the obligation of the State to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds for the performances required under this Agreement. If the funds anticipated for the continuing fulfillment of this Agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds, or if there is a discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the State, the State shall have the right upon ten (10) working days written notice to the Contractor to terminate this Agreement without damage, penalty, cost, or expense to the State of any kind whatsoever. Customer shall have the sole right to determine whether funds are available for the payments or performances due under this Agreement. The effective date of termination shall be as specified in the notice of termination. In such event, the Contractor shall be paid pursuant to the provisions of Article 21.5 herein.

## **ARTICLE 13 ACCEPTANCE**

**13.1 DEFINITION:** "Acceptance" shall mean, with respect to each Deliverable, written notice from the Customer that it has accepted the Deliverable as conforming in all material respects to the applicable specifications, including any approved Change Orders, for such Deliverable. A "material defect" is one which the Customer determines would substantially impair the Customer's ability to use the Deliverable as intended in the RFP and this Agreement.

**13.2 ACCEPTANCE OF DELIVERABLE:** Any Deliverable ready for review and approval shall

be submitted directly to the Customer's Project Director or his/her designee. Upon receipt, the Customer's Project Director or his/her designee shall promptly forward a written notice of receipt to the Contractor, and the Customer shall have fifteen (15) working days from receipt of the Deliverable to review same.

**13.3 CORRECTION OF MATERIAL DEFECT:** If the Customer determines that a Deliverable contains a material Defect, the Customer shall notify the Contractor's Project Manager in writing, describing the material Defect in sufficient detail to allow the Contractor to locate and correct the material Defect. In the event the Customer notifies the Contractor of a material Defect in a Deliverable, the Contractor shall: (a) promptly correct such material Defect, or if agreeable to Customer; (b) develop a plan to correct such material Defect within a reasonable period of time not to exceed fifteen (15) working days, unless the State consents in writing to a longer period of time, and diligently proceed according to such plan until the material Defect has been corrected. Upon receipt of corrected Deliverables, the Customer shall have another acceptance period, as set forth in Article 13.2 herein, in which to re-evaluate/retest such Deliverable. If the Customer again determines that the Deliverable contains any material Defects, the Customer shall again notify the Contractor's Project Manager in writing, describing the material Defects in sufficient detail to allow the Contractor to locate and correct such material Defects within ten (10) working days thereafter, unless the Customer consents in writing to a longer period of time. Subject to the provisions of Article 13.4 herein, the Customer and the Contractor will continue to perform the tasks required by this Article 13.3 as necessary until the Deliverable is acceptable to the Customer. The Customer shall not unreasonably withhold or delay its acceptance or rejection of corrected Deliverables.

**13.4 INABILITY TO CORRECT MATERIAL DEFECT:** If after three (3) repeated good faith efforts, or such reasonable time as determined by the Customer depending on the nature of the material Defect or the complexity thereof, the Contractor is unable to correct any material Defects preventing acceptance of a Deliverable, the Customer may, at its sole discretion, either (a) notify the Contractor that it has elected to keep the Deliverable despite such material Defects, (b) invoke liquidated damages, return the Deliverable to the Contractor, and provide the Contractor with an opportunity to deliver substitute Deliverables acceptable to the Customer within the time period specified by the Customer, (c) return the Deliverable to the Contractor and withhold payment of amounts relating to such Deliverable, or (d) terminate the Agreement, in whole or in part, pursuant to Article 21. If Customer elects to terminate the Agreement pursuant to clause (d), the cure period specified in Article 21 will not be allowed, there having already been three (3) repeated good faith efforts to correct the Defect. If the Customer elects to keep a Deliverable containing material Defects pursuant to clause (a) above, or if the Customer returns the Deliverable pursuant to clause (c), the State shall have the right to obtain professional services from third parties to attempt to remedy such material Defects, provided that all such third parties execute a confidentiality agreement to protect the interests of the Contractor prior to being given access to any Deliverable or to any of the Contractor's proprietary information pertaining to it. All additional costs incurred by the Customer in obtaining such third party professional services shall be borne by the Contractor, and the Customer shall be entitled, in its discretion, to withhold such costs from any payments which may otherwise be due the Contractor upon acceptance of the conforming Deliverable or to invoice the Contractor for said costs, which invoice shall be paid by the Contractor within ten (10) working days of receipt. In addition to all other rights and remedies set forth in this Agreement, in the event the Customer determines that the Project is in jeopardy due to the Contractor's inability to submit acceptable Deliverables, then the State may terminate this Agreement for cause in accordance with Article 21.1 of this Agreement and recover its damages



sustained as a result thereof.

## **ARTICLE 14 WARRANTIES**

**14.1 IMPLIED WARRANTIES:** The Contractor shall not disclaim implied warranties of merchantability and implied warranties of fitness for a particular purpose. Any provisions disclaiming implied warranties shall be null and void.

**14.2 WARRANTY FOR DELIVERABLES:** The Contractor represents and warrants for the Warranty Period that all Deliverables shall be free from any Defect, deficiency, faultiness, imperfection, inadequacy, incompleteness, or other condition (collectively referred to herein as "Defect") which would render any such Deliverable inoperable in any way or which would prevent full System performance in accordance with the specifications set forth in the Contract Documents. This warranty includes, without limitation, correction of errors, design deficiencies, performance deficiencies, and incorrect or defective documentation, including those found during acceptance testing, implementation, and the Warranty Period. Acceptance testing shall not in any way relieve the Contractor of its responsibilities to correct any Defect during the Warranty Period. The Contractor shall repair or replace any Deliverable containing a Defect at no cost to the State within ten (10) working days of receiving notice of the Defect from the State. In the event the Contractor cannot repair or replace a Deliverable during the Warranty Period, Contractor shall refund the fees paid for the defective Deliverable and refund any fees paid for services that directly relate to the defective Deliverable.

**14.3** The Contractor represents and warrants that all hardware and software provided by Contractor shall meet or exceed the minimum specifications set forth in the RFP and Contractor's Proposal.

**14.4** Contractor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements in this Agreement. For any breach of this warranty, the Contractor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to Customer, or if Contractor is unable to perform the services as warranted, Contractor shall reimburse Customer the fees paid to Contractor for the unsatisfactory services.

**14.5** The Contractor represents and warrants that it has and shall obtain and pass through to Customer any and all warranties obtained or available from the licensor of third party software or the manufacturer of the equipment and replacement parts supplied to Contractor.

**14.6** Contractor represents and warrants that it has the right to sell the equipment and license the third party software provided under this Agreement.

**14.7** Contractor represents and warrants that there is no disabling code or lockup program or device embedded in the software provided to Customer. Contractor further agrees that it will not, under any circumstances, including enforcement of a valid contract right, (a) install or trigger a lockup program or device, or (b) take any step which would in any manner interfere with Customer's use of the software and/or which would restrict Customer from accessing its data files or in any way interfere with the transaction of Customer's business. For any breach of this warranty, Contractor, at its expense, shall, within five (5) working days after receipt of notification of the breach, deliver software to Customer that is free of such disabling code or a lockup program

or device.

**14.8** Contractor represents and warrants that the software provided to Customer does not contain a computer virus. For any breach of this warranty, Contractor, at its expense, shall, within five (5) working days after receipt of notification of the breach, deliver software to Customer that is free of any virus, and shall be responsible for repairing, at Contractor's expense, any and all damage done by the virus to Customer's site.

**14.9** Contractor represents and warrants that the Customer shall acquire good and clear title to the hardware purchased and all Deliverables provided hereunder.

**14.10** The Contractor represents and warrants that each unit of hardware delivered shall be delivered new and not as previously "used, substituted, rebuilt, refurbished, or reinstalled" equipment.

**14.11** Contractor represents and warrants that it presently has and will continue to maintain, at its own expense, throughout the term of this Agreement, valid licenses for all software, trademarks, service marks, patents and copyrighted material and any other proprietary information of a third party that it will deploy in support of all products Contractor uses in the performance of this Agreement. Contractor further represents and warrants that upon Customer's request, Contractor shall pass through such licenses to Customer at no cost to Customer. In the event the licenses are passed through to Customer, such licenses shall name the Customer as the license holder of record and such licenses shall be established in such a manner so as to survive the termination/expiration of this Agreement. For any breach of the preceding warranty, Contractor at its own expense shall within five (5) business days after receipt of notification of the breach, secure and/or pass through, as applicable, the necessary licenses. Failure of the Contractor to secure and/or pass through such licenses to Customer shall be considered a material breach of this Agreement and the Customer may, at its sole discretion, pursue its rights as set forth in the Termination Article herein and any other rights and remedies it may have at law or in equity.

**14.12 WARRANTY AGAINST BROKER'S FEE:** The Contractor represents and warrants that it has not employed any company or person, other than a bona fide employee working solely for the Contractor or for a company regularly employed as its marketing agent, to solicit or secure the Agreement. The Contractor also warrants that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor or for a company regularly employed by the Contractor as its marketing agency, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award of the Agreement. For breach or violation of this warranty, the State shall have the right to cancel the Agreement without liability, or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fees.

**14.13 WARRANTY AGAINST CONFLICT OF INTEREST:** No official or employee of the Customer or of ITS and no other public official of the State of Mississippi who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Project shall, prior to the completion of said Project, voluntarily acquire any personal interest, direct or indirect, in the Agreement. The Contractor warrants that it has removed any material conflict of interest prior to the signing of the Agreement and that it shall not acquire any interest,

direct or indirect, which would conflict in any manner or degree with the performance of its responsibilities under the Agreement. The Contractor also warrants that in the performance of the Agreement no person having any such known interests shall be employed.

**14.14 WARRANTY AGAINST GRATUITIES:** The Contractor represents and warrants that no elected or appointed officer or other employee of the State of Mississippi has or shall benefit financially or materially from the Agreement. No individual employed by the State of Mississippi shall be admitted to any share or part of the Agreement or to any benefit that may arise there from. The State of Mississippi may, by written notice to the Contractor, terminate the right of the Contractor to proceed under the Agreement if it is found, after notice and hearing by the Executive Director of ITS or duly authorized representative, that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the Contractor to any officer or employee of the State of Mississippi with a view toward securing the Agreement or securing favorable treatment with respect to the award, or amending or making of any determinations with respect to the performing of such contract, provided that the existence of the facts upon which the Executive Director of ITS or duly authorized representative makes such findings shall be in issue and may be reviewed in any competent court. In the event the Agreement is terminated under this clause, the State of Mississippi shall be entitled to pursue the same remedies against the Contractor as it would pursue in the event of a breach of contract by the Contractor, including punitive damages, in addition to any other damages to which it may be entitled at law or in equity.

**14.15 WARRANTY OF SOFTWARE COMPLIANCE:** The Contractor represents and warrants that any software or other products delivered hereunder will not deviate from the specifications set forth in the Contract Documents, will perform the tasks for which it is designed and will function correctly, and will comply with the State's current information systems standards and procedures and the State operational requirements, as agreed upon by the Customer, ITS, or their designated representatives.

**14.16 WARRANTY OF CONVEYANCE OF PROJECT DOCUMENTS:** The Contractor represents and warrants that, upon completion of the Project, the Contractor and all subcontractors shall convey to the State copies of all interim reports, cost records, data collection forms, and any working papers that support the final acceptance.

**14.17 NO LIMITATION OF LIABILITY:** Neither Contractor nor its subcontractors, if any, shall have any limitation on liability for breach of any warranty or any other provision of this Agreement, except that in no event shall the Contractor be liable for any damages arising as a result of the State's negligent, willful, or wanton conduct.

**14.18** If applicable under the given circumstances, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security where required, to provide a copy of each such verification to the State. Contractor further

represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor understands and agrees that any breach of these warranties may subject Contractor to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Contractor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

**14.19** Contractor represents and warrants that the System provided pursuant to this Agreement will pass both internal security audits and independent security audits. For any breach of the preceding warranty at any time during which the System is covered by warranty, maintenance and/or support, Contractor shall, at its own expense and at no cost to Customer, remediate any defect, anomaly or security vulnerability in the System by repairing and/or replacing any and all components of the System necessary in order for the System to be secure.

#### **ARTICLE 15 INFRINGEMENT INDEMNIFICATION**

The Contractor represents and warrants that the materials and Deliverables provided to the Customer under this Agreement and their use by the Customer will not infringe or constitute an infringement of any copyright, patent, trademark, servicemark, trade secret, or other proprietary right of any person or entity. Contractor, at its own expense, shall defend or settle any and all infringement actions filed against Contractor or Customer which involve the materials and Deliverables provided under this Agreement and shall pay all settlements, as well as all costs, attorney fees, damages, and judgment finally awarded against Customer. If the continued use of the items for the purpose intended is threatened to be enjoined or is enjoined by any court of competent jurisdiction, Contractor shall, at its expense: (a) first procure for Customer the right to continue using such items, or upon failing to procure such right; (b) modify or replace them with non-infringing items, or upon failing to secure either such right; (c) refund to Customer the fees previously paid by Customer for the materials Customer may no longer use and shall compensate the Customer for the lost value of the infringing part to the Phase in which it was used, up to and including the contract price for said Phase. Said refund shall be paid within ten (10) working days of notice to the Customer to discontinue said use. In addition to the foregoing, the Contractor shall indemnify the Customer in accordance with the provisions of Article 20 herein.

#### **ARTICLE 16 CONTRACTOR'S STAFF**

**16.1** The Contractor agrees that the persons identified in the Contractor's response to the State's RFP shall be assigned to this Project at its commencement or as more particularly outlined in the Contractor's Proposal and shall remain a part of this Project throughout the duration of the Agreement, as long as such personnel is employed by the Contractor and is not replaced by the Contractor at the request of the Customer. Contractor further agrees that the assigned personnel will function in the capacity for which their services were acquired throughout the life of this Agreement. Any failure by the Contractor to so provide these persons shall entitle the State to terminate this Agreement for cause. Contractor agrees to pay the Customer fifty percent (50%) of the total contract amount if any of the assigned personnel is removed from the Project prior to the ending date of the Agreement for reasons other than departure from the Contractor's employment or replacement by Contractor pursuant to the Customer's request. Subject to the State's written approval, the Contractor may substitute qualified persons in the event of the separation of the

incumbents therein from employment with Contractor or for other compelling reasons that are acceptable to the State and may also assign additional staff to provide technical support to the Customer. All substitute personnel assigned to this Project shall have equal or greater ability, experience, and qualifications than the departing personnel and shall be subject to the prior written approval of the Customer. The Contractor must notify the Customer of any proposed removal of any Project personnel. The notice shall include the resumes and two (2) references for any proposed replacement personnel. The Contractor will not permanently divert any staff member from meeting work schedule(s) developed and approved under this Agreement, unless approved in writing by the Customer. In the event of Contractor personnel loss or redirection, the services performed by the Contractor shall be uninterrupted, and the Contractor shall report in required status reports its efforts and progress in finding replacements and the effect of the absence of those personnel.

**16.2 REMOVAL OF STAFF:** If at any time during the term of this Agreement the State becomes dissatisfied with the performance of any Contractor/subcontractor staff, the State may require replacement of such staff, which replacement shall be done within ten (10) working days of the request.

#### **ARTICLE 17 OWNERSHIP OF DOCUMENTS AND WORK PAPERS**

The Customer shall own all documents, notes, programs, databases (and all applications thereof), studies, files, reports, work papers, and all other materials, electronic or otherwise, created by Contractor in connection with the Project, whether completed or in progress, except for the Contractor's internal administrative and quality assurance files and internal Project correspondence. The Contractor shall deliver such documents and work papers to the Customer upon termination or completion of this Agreement. The foregoing notwithstanding, the Contractor shall be entitled to retain a set of such work papers for its files. Contractor shall be entitled to use such work papers only after receiving written permission from the Customer and subject to the provisions of Article 18 herein.

#### **ARTICLE 18 COPYRIGHT**

All Deliverables, including without limitation all hardware, software, source code, associated documentation, and all other materials of every kind and nature, whether hard copy or electronic, (collectively referred to herein as the "Proprietary Material") shall be the sole and exclusive property of the State, free from any claim(s), lien(s), or rights of retention on the part of the Contractor. All patent rights, copyrights, and other registration to the Proprietary Material shall be the property of the State of Mississippi, which shall have the sole right to seek patent, copyright, registered design, or other protection in connection therewith, except as to hardware and its associated documentation. If federal or state law should not allow the State of Mississippi to seek patent, copyright, or other registration, the Contractor shall, if so requested by the State, seek such registration and shall irrevocably grant, assign, and transfer such registration to the State. In such event, the State shall be responsible for all costs and fees associated with such registration. The Contractor shall not under any circumstances use the Proprietary Material, in whole or in part, without the prior written approval of the Customer and payment of such royalty as the Customer deems appropriate.

#### **ARTICLE 19 CONFIDENTIALITY**

**19.1 CONFIDENTIAL INFORMATION:** "Confidential Information" shall mean (a) those materials, documents, data, and other information which the Contractor has designated in writing as proprietary and confidential, and (b) all data and information which the Contractor acquires as

a result of its contact with and efforts on behalf of the Customer and any other information designated in writing as confidential by the State. Each party to this Agreement agrees to protect all Confidential Information provided by one party to the other, to treat all such Confidential Information as confidential to the extent that confidential treatment is allowed under state law, and, except as otherwise required by law, not to publish or disclose such information to any third party without the other party's written permission and to do so by using those methods and procedures normally used to protect the party's own Confidential Information.

**19.2 DISCLOSURE OF CONFIDENTIAL INFORMATION:** In the event that either party to this Agreement receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information, that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by state and/or federal laws, rules, and regulations. This Article shall survive the termination or completion of this Agreement, shall continue in full force and effect, and shall be binding upon the Contractor and its agents, employees, successors, assigns, subcontractors, or any party or entity claiming an interest in this Agreement on behalf of or under the rights of the Contractor, following any termination or completion of this Agreement. The parties agree that this Article is subject to and superseded by Mississippi Code Annotated, Section 25-61-1, et. seq. regarding Public Access to Public Records.

**19.3 EXCEPTIONS TO CONFIDENTIAL INFORMATION:** Contractor and the State shall not be obligated to treat as confidential and proprietary any information disclosed by the other party ("the Disclosing Party") which (a) is rightfully known to the recipient prior to negotiations leading to this Agreement, other than information obtained in confidence under prior engagements; (b) is generally known or easily ascertainable by non-parties of ordinary skill in computer design and programming or in the business of the Customer; (c) is released by the Disclosing Party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction; (d) is independently developed by the recipient without any reliance on Confidential Information; (e) is or later becomes part of the public domain or may be lawfully obtained by the State or the Contractor from any non-party; or (f) is disclosed with the Disclosing Party's prior written consent.

**19.4** With the exception of any attached exhibits which are labeled as "confidential", the parties understand and agree that this Agreement, including any amendments and/or change orders thereto, does not constitute confidential information, and may be reproduced and distributed by the State without notification to Contractor. ITS will provide third party notice to Contractor of any requests received by ITS for any such confidential exhibits so as to allow Contractor the opportunity to protect the information by court order as outlined in ITS Public Records Procedures.

## **ARTICLE 20 HOLD HARMLESS**

To the fullest extent allowed by law, the Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the State, its Commissioners, Board Members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, attorneys' fees, and claims for damages arising out of or caused by the Contractor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the State's sole discretion, the Contractor may be allowed to control the

defense of any such claim, suit, or action. In the event the Contractor defends said claim, suit, or action, the Contractor shall use legal counsel acceptable to the State; the Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense. The Contractor's obligations under this Article are contingent upon the State promptly notifying the Contractor in writing of any claim, suit, or action of which it has knowledge, and the State cooperating with the Contractor's reasonable requests in defending said claim or suit. The Contractor shall not settle any claim, demand, suit, or action without the State's concurrence, which the State shall not unreasonably withhold.

## **ARTICLE 21 TERMINATION**

**21.1 TERMINATION FOR CAUSE:** Either party may terminate this Agreement upon a material breach by the other party upon thirty (30) days prior written notice, unless the defaulting party cures such breach within such thirty (30) day period, or, if the breach is one that is curable but requires more than thirty (30) days to cure, develops a plan to cure such breach within a mutually agreeable period of time and diligently proceeds according to such plan until the breach is cured. The non-defaulting party may also pursue any remedy available to it in law or in equity.

**21.2 DEFAULT BY CONTRACTOR:** The State may terminate the whole or any part of this Agreement for cause under Article 21.1 above without the assessment of any penalties under the following circumstances: (a) if the Contractor becomes the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or the Contractor executes an assignment for the benefit of its creditors; or (b) if the Contractor fails to produce Deliverables acceptable to the State within the time specified herein or any extension thereof; or (c) if the Contractor fails to make progress as to endanger performance of this Agreement in accordance with its terms; or (d) if the Contractor fails to perform any other provisions of this Agreement.

**21.3 TERMINATION OTHER THAN FOR CAUSE:** The State may terminate the whole or any part of this Agreement for any reason without the assessment of any penalties after giving thirty (30) days written notice specifying the effective date thereof to the Contractor.

**21.4 RIGHTS UPON TERMINATION FOR CAUSE:** In the event of a termination for cause, the Contractor shall be entitled to: (a) the contract price for any completed Deliverable not previously tendered to the State, provided that the State accepts any such Deliverable under the procedures set forth in Article 13 of this Agreement; (b) the fair value for Work-in-Progress on any Deliverable not completed as of the effective date of the termination, said fair value to be determined by the parties based upon the degree of functional completion of the Deliverable discounted by the amount of labor required to complete the Deliverable, provided that, however, the State may refuse to accept any Work-in-Progress for a specified Deliverable, upon which refusal Contractor shall be due nothing for that Deliverable; and (c) less the amount of re-procurement costs expended by the State, including but not limited to the amount over and above the amount of the performance bond that the State incurred to procure the completion of the Deliverable, for Deliverables not accepted in whole or in part. Further, should the State terminate this Agreement for cause, the Contractor shall permanently forfeit the retainage set forth in Article 11.3 of this Agreement, and the State may seek such other damages and remedies as are available to it under the law. Upon termination for cause, the State shall have the ownership and/or license rights as defined in Articles 17 and 18 for all Deliverables and Work-in-Progress, which it accepts under this Article. If, after termination, it is determined by a court of competent jurisdiction that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for other than cause, as set forth in Article 21.5

herein.

**21.5 RIGHTS UPON TERMINATION OTHER THAN FOR CAUSE:** In the event of a termination other than for cause, the Contractor shall be entitled to: (a) the contract price for any completed Deliverable not previously tendered to the State, provided that the State accepts any such Deliverable under the procedures set forth in Article 13 of this Agreement; (b) the fair value for Work-in Progress on any Deliverable not completed, whether accepted or not by the State, as of the effective date of the termination, said fair value to be determined by the parties based upon the degree of functional completion of the Deliverable discounted by the amount of labor required to complete the Deliverable; and (c) the amount of funds actually retained under Article 11.3 herein. Upon termination of this Agreement other than for cause, the State shall have the ownership and/or license rights as defined in Articles 17 and 18 for all Deliverables and Work-in-Progress which it accepts under this Article.

## **ARTICLE 22 INSURANCE**

**22.1** Contractor and all subcontractors shall maintain, at its own expense, the following insurance coverages in the amounts specified, insuring the Contractor, its employees, agents, designees, subcontractors, and any indemnities as required herein:

- A.** Professional liability insurance in an amount not less than one million dollars (\$1,000,000.00), including personal injury, bodily injury (including both disease or death), property damages, and blanket contractual liability; and
- B.** Comprehensive general liability insurance in an amount not less than one million dollars (\$1,000,000.00), including coverage for blanket contractual liability, broad form property damage, personal injury and bodily injury (including illness, disease, and death), and products/completed operations; and
- C.** Comprehensive automobile liability insurance, including hired and non-owned vehicles, in an amount not less than one million dollars (\$1,000,000.00), covering bodily injury and property damage; and
- D.** Employee fidelity bond insurance in an amount not less than three hundred thousand dollars (\$300,000.00); and
- E.** Workers' compensation insurance in the amounts required pursuant to the laws of the State of Mississippi.

**22.2 DURATION:** All insurance policies required herein shall be issued by an insurance company or companies licensed to do business in the State of Mississippi and acceptable to the State and shall be written on an occurrence basis, or the Contractor/subcontractor shall provide coverage to the State for a period of not less than three (3) years after expiration of the Warranty Period. The Contractor/subcontractor shall name ITS, the Customer, and the State of Mississippi as additional insured on all insurance policies and coverages, excepting only the professional liability coverage, and all such policies shall include the following endorsement: "It is hereby agreed and understood that ITS, the Customer, and the State of Mississippi are named as additional insured and that the coverage afforded to ITS, the Customer, and the State of Mississippi under this policy shall be primary insurance. If ITS, the Customer, and the State of Mississippi have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the Insurer's liability under this policy shall not be reduced by the existence of such other insurance."

**22.3 NO CANCELLATION:** No policy of insurance may be canceled, modified, or



reduced during the course of this Agreement.

**22.4 DEDUCTIBLES:** Contractor/subcontractor shall be responsible for all deductibles and for any inadequacy or absence of coverage, and the Contractor/subcontractor shall have no claim or other recourse against the State for any costs or loss attributable to such deductibles or to coverage limitations, exclusions, or unavailability, all of which shall be borne solely by the Contractor/subcontractor.

**22.5 CERTIFICATE OF INSURANCE:** At the time of the execution of this Agreement, the Contractor/subcontractor shall deliver to the State a Certificate or Certificates of Insurance certifying the types and the amounts of coverage, certifying that said insurance is in force before the Contractor/subcontractor starts work, certifying that said insurance applies to the Project and to all activities and liability of the Contractor/subcontractor pursuant to this Agreement, and certifying that ITS, the Customer, and the State of Mississippi are named as additional insured on the Contractor/subcontractor's policies of insurance by endorsement as required herein. The Contractor/subcontractor shall simultaneously deliver to ITS, the Customer, and the State of Mississippi one duplicate original of each entire insurance policy.

**22.6 NON-DELEGABLE:** The insurance and indemnity obligations of this Agreement are non-delegable. The Contractor shall not subcontract any part of this Agreement without retaining absolute responsibility for requiring the same insurance coverage from its subcontractors.

**22.7 PAYMENT OF PREMIUMS:** The Contractor/subcontractor shall be responsible for payment of all premiums for insurance required by this Agreement, but the Contractor's/subcontractor's obligations shall not be limited to the purchase of insurance. The Contractor shall indemnify and hold harmless the State, as described in Article 20 of this Agreement, for all damages for which insurance should have been provided pursuant to this Agreement, irrespective of whether said insurance was actually obtained. The Contractor's indemnity obligations under this Agreement shall not be restricted to amounts available under insurance, whether actually obtained or which should have been obtained, but shall extend to the fullest extent, as set forth in Article 20 of this Agreement.

**22.8** The Contractor's and any subcontractor's failure to maintain complete insurance shall be a material breach of this Agreement authorizing the State, at the State's sole election, either to terminate this Agreement for cause or to provide full insurance coverage at the Contractor's sole expense; however, in neither case shall the Contractor's liability be lessened.

**22.9** In the event the Contractor or any subcontractors fail to obtain and maintain insurance required by this Agreement, the State shall be entitled, at its sole discretion and without waiving any rights hereunder, to purchase said insurance and deduct the premium costs from any amounts owed the Contractor; however, the State shall have no obligation to purchase said insurance, and failure to do so shall not constitute a waiver of the Contractor's and/or subcontractor's obligations with respect to insurance as set forth in this Agreement.

**22.10** The State shall not be required to purchase any insurance under this Agreement.

## **ARTICLE 23 DISPUTES**

Any dispute concerning a question of fact under this Agreement, which is not disposed of by agreement of the Contractor and Customer, shall be decided by the Executive Director of ITS or

his/her designee. This decision shall be reduced to writing and a copy thereof mailed or furnished to the parties. Disagreement with such decision by either party shall not constitute a breach under the terms of this Agreement. Nothing in this Article shall abridge the right of either party to seek such other rights and remedies it may have at law or in equity.

#### **ARTICLE 24 RECORD RETENTION AND ACCESS TO RECORDS**

Contractor shall establish and maintain financial records, supporting documents, statistical records and such other records as may be necessary to reflect its performance of the provisions of this Agreement. The Customer, ITS, any state or federal agency authorized to audit Customer, and/or any of their duly authorized representatives, shall have unimpeded, prompt access to this Agreement and to any of the Contractor's proposals, books, documents, papers and/or records that are pertinent to this Agreement to make audits, copies, examinations, excerpts and transcriptions at the State's or Contractor's office as applicable where such records are kept during normal business hours. All records relating to this Agreement shall be retained by the Contractor for three (3) years from the date of receipt of final payment under this Agreement. However, if any litigation or other legal action, by or for the state or federal government has begun that is not completed at the end of the three (3) year period, or if an audit finding, litigation or other legal action has not been resolved at the end of the three (3) year period, the records shall be retained until resolution.

#### **ARTICLE 25 INDEPENDENT CONTRACTOR STATUS**

**25.1** The Contractor shall at all times be regarded as an independent contractor and shall at no time act as an agent for the State. Nothing contained herein shall be deemed or construed by the State, the Contractor, or any third party as creating the relationship of principal and agent, partners, joint venturers, or any similar such relationship between the State and the Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the State or the Contractor hereunder creates or shall be deemed to create a relationship other than the independent relationship of the State and the Contractor.

**25.2** Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State.

**25.3** It is further understood that the consideration expressed herein constitutes the full and complete compensation for all services and performances hereunder and that, except as provided for in Articles 8 and 11.3 of this Agreement, any sum due and payable to Contractor shall be paid as a gross sum with no withholdings or deductions being made by the State for any purpose from said contract sum.

**25.4** Contractor shall pay, when due, all salaries and wages of its employees, and it accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation, and any other withholdings that may be required. Neither Contractor nor employees of Contractor are entitled to state retirement or leave benefits.

#### **ARTICLE 26 NON-SOLICITATION OF EMPLOYEES**

Each party to this Agreement agrees not to employ or to solicit for employment, directly or indirectly, any of the other party's employees until at least one (1) year after the expiration/termination of this Agreement, unless mutually agreed to in writing by the State and the Contractor.

## **ARTICLE 27 COMPLIANCE WITH LAWS**

**27.1** The Contractor understands that the State is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Contractor agrees during the term of the Agreement that the Contractor will strictly adhere to this policy in its employment practices and provision of services. The Contractor shall comply with and all activities under this Agreement shall be subject to all Customer policies and procedures and all applicable federal, state, and local laws, regulations, policies, and procedures as now existing and as may be amended or modified. Further, if applicable, Contractor shall comply with the provisions of the Davis-Bacon Act including, but not limited to, the wages, recordkeeping, reporting and notice requirements set forth therein.

**27.2** Contractor represents and warrants that it will comply with the state's data breach notification laws codified at Section 75-24-29 of the Mississippi Code Annotated (Supp. 2012). Further, to the extent applicable, Contractor represents and warrants that it will comply with the applicable provisions of the HIPAA Privacy Rule and Security Regulations (45 CFR Parts 160, 162 and 164) ("Privacy Rule" and "Security Regulations", individually; or "Privacy and Security Regulations", collectively); and the provisions of the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5 (the "HITECH Act").

## **ARTICLE 28 AUTHORITY, ASSIGNMENTS AND SUBCONTRACTS**

**28.1** In matters of proposals, negotiations, contracts, and resolution of issues and/or disputes, the parties agree that Contractor represents all contractors, third parties, and/or subcontractors Contractor has assembled for this project. The Customer is required to negotiate only with Contractor, as Contractor's commitments are binding on all proposed contractors, third parties, and subcontractors.

**28.2** The Contractor acknowledges that it was selected by the State to perform the services required hereunder based, in part, upon the Contractor's special skills and expertise. The Contractor shall not assign, subcontract, or otherwise transfer this Agreement or its obligations hereunder in whole or in part without the prior written consent of the State, which the State may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. Subject to the foregoing, this Agreement shall be binding upon the respective successors and assigns of the parties.

**28.3** Contractor must obtain the written approval of Customer before subcontracting any portion of this Agreement. No such approval by the State of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the State in addition to the total fixed price agreed upon in this Agreement. All subcontracts shall incorporate the terms of this Agreement and shall be subject to the terms and conditions of this Agreement and to any conditions of approval that the State may deem necessary.

**28.4** Contractor represents and warrants that any subcontract agreement Contractor enters into shall contain a provision advising the subcontractor that the subcontractor shall have no lien and no legal right to assert control over any funds held by the Customer, that the subcontractor acknowledges that no privity of contract exists between the Customer and the subcontractor, and that the Contractor is solely liable for any and all payments which may be due to the subcontractor

pursuant to its subcontract agreement with the Contractor. The Contractor shall indemnify and hold harmless the State from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs, and expenses of every kind and nature whatsoever arising as a result of Contractor's failure to pay any and all amounts due by Contractor to any subcontractor, materialman, laborer, or the like.

**28.5** All subcontractors shall be bound by any negotiation, arbitration, appeal, adjudication, or settlement of any dispute between the Contractor and the Customer, where such dispute affects the subcontract.

## **ARTICLE 29 ADDITIONAL PROVISIONS**

**29.1 AUTHORITY TO CONTRACT:** Contractor warrants: (a) that it is a validly organized business with valid authority to enter into this Agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (d) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

**29.2 WAIVER:** No delay or omission by either party to this Agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power, or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver of or modification to any term or condition of this Agreement will void, waive, or change any other term or condition. No waiver by one party to this Agreement of a default by the other party will imply, be construed as, or require waiver of future or other defaults. A waiver by the State, to be effective, must be in writing, must set out the specifics of what is being waived, and must be signed by an authorized representative of the State.

**29.3 GOVERNING LAW:** This Agreement shall be construed in accordance with and governed by the laws of the State of Mississippi, and venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi.

**29.4 NOTICES:** Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by electronic means, provided that the original of such notice is sent by certified United States mail, postage prepaid, return receipt requested, or overnight courier with signed receipt, to the party to whom the notice should be given at their business address listed herein. ITS' address for notice is: Craig P. Orgeron, Ph.D., Executive Director, Mississippi Department of Information Technology Services, 3771 Eastwood Drive, Jackson, Mississippi 39211. Customer's address for notice is: Mr. Curtis Thornhill, CSIO, Mississippi Department of Wildlife, Fisheries, and Parks, 1505 Eastover Drive, Jackson, Mississippi 39211. The Contractor's address for notice is: **INSERT VENDOR NOTICE INFORMATION**. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

**29.5 ATTORNEYS' FEES AND EXPENSES:** Subject to other terms and conditions of this Agreement, in the event the Contractor defaults in any obligations under this Agreement, the Contractor shall pay to the State all costs and expenses (including, without limitation, investigative

fees, court costs, and attorneys' fees) incurred by the State in enforcing this Agreement or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall the Customer or ITS be obligated to pay any attorneys' fees or costs of legal action to the Contractor.

**29.6 FORCE MAJEURE:** Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the "Force Majeure Events"). When such a cause arises, the Contractor shall notify the State immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to Force Majeure Events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the State determines it to be in its best interest to terminate the Agreement.

**29.7 SEVERABILITY:** If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law, provided that the State's purpose for entering into this Agreement can be fully achieved by the remaining portions of the Agreement that have not been severed. In such event, the parties shall amend the Agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

**29.8 THIRD PARTY ACTION NOTIFICATION:** Contractor shall notify Customer in writing within five (5) business days of Contractor filing bankruptcy, reorganization, liquidation or receivership proceedings or within five (5) business days of its receipt of notification of any action or suit being filed or any claim being made against Contractor or Customer by any entity that may result in litigation related in any way to this Agreement and/or which may affect the Contractor's performance under this Agreement. Failure of the Contractor to provide such written notice to Customer shall be considered a material breach of this Agreement and the Customer may, at its sole discretion, pursue its rights as set forth in the Termination Article herein and any other rights and remedies it may have at law or in equity.

**29.9 INTEREST:** Except as to late payments as set forth in Article 8.3 herein, the State shall not be required to pay any interest, including prejudgment interest, under this Agreement.

**29.10 CAPTIONS:** The captions and headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provision or article of this Agreement.

**29.11 TAXES:** Contractor is solely liable for all taxes, including but not limited to use, excise, personal property, and sales tax. It is the Contractor's sole responsibility to contact the appropriate city, county, and state taxing authorities to determine the Contractor's tax liabilities, if any.

**29.12 SOVEREIGN IMMUNITY:** By entering into this Agreement with Contractor, the State of Mississippi does in no way waive its sovereign immunities or defenses as provided by law.

**29.13 STATE PROPERTY:** Contractor shall be responsible for the proper custody of any State-

owned property furnished for Contractor's use in connection with the performance of this Agreement. Contractor shall reimburse the State for any loss or damage, normal wear and tear excepted.

**29.14 STATE REGISTRATION:** Contractor must furnish certification of authority to conduct business in the State of Mississippi as a condition of this Agreement. Such registration must be obtained from the Secretary of State of the State of Mississippi before actual work under this Agreement begins.

**29.15 LOCATION OF WORK:** All work provided in connection with this contract will be required to be performed on-site in the Customer's offices in Jackson, Mississippi, unless written approval is received from the State. Contractor accepts full responsibility for all problems arising out of a decision to perform off-site work.

**29.16 MODIFICATION OR RENEGOTIATION:** This Agreement may be modified only by written agreement signed by the parties hereto, and any attempt at oral modification shall be void and of no effect. The parties agree to renegotiate the Agreement if federal and/or state revisions of any applicable laws or regulations make changes in this Agreement necessary.

**29.17 INTEGRATED AGREEMENT/MERGER:** This Agreement, including all Contract Documents, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, irrespective of whether written or oral, including all terms of any unsigned or "shrink-wrap" license included in any package, media, or electronic version of Contractor-furnished software. The Contractor acknowledges that it has thoroughly read all Contract Documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein and is duly authorized to execute this Agreement. Accordingly, this Agreement shall not be construed or interpreted in favor of or against the State or the Contractor on the basis of draftsmanship or preparation hereof.

**29.18 SURVIVAL:** Articles 14, 15, 17, 18, 19, 20, 24, 26, 29.3, 29.12, and all other articles, which by their express terms so survive or which should so reasonably survive, shall survive any termination or expiration of this Agreement.

#### **ARTICLE 30 DEBARMENT AND SUSPENSION CERTIFICATION**

Contractor certifies that neither it nor its principals: (a) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (b) have, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are presently indicted of or otherwise criminally or civilly charged by a governmental entity with the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and (d) have, within a three (3) year period preceding this Agreement, had one or more

public transactions (federal, state, or local) terminated for cause or default.

### **ARTICLE 31 COMPLIANCE WITH ENTERPRISE SECURITY POLICY**

Contractor and Customer understand and agree that all products and services provided by Contractor under this Agreement must be and remain in compliance with the State of Mississippi's Enterprise Security Policy. The parties understand and agree that the State's Enterprise Security Policy is based on industry-standard best practices, policy, and guidelines at the time of contract execution. The State reserves the right to introduce a new policy during the term of this Agreement and require the Contractor to comply with same in the event the industry introduces more secure, robust solutions or practices that facilitate a more secure posture for the State of Mississippi.

### **ARTICLE 32 STATUTORY AUTHORITY**

By virtue of Section 25-53-21 of the Mississippi Code Annotated, as amended, the Executive Director of ITS is the purchasing and contracting agent for the State of Mississippi in the negotiation and execution of all contracts for the acquisition of information technology equipment, software, and services. The parties understand and agree that ITS as contracting agent is not responsible or liable for the performance or non-performance of any of Customer's or Contractor's contractual obligations, financial or otherwise, contained within this Agreement. The parties further acknowledge that ITS is not responsible for ensuring compliance with any guidelines, conditions, or requirements mandated by Customer's funding source.

### **ARTICLE 33 SOFTWARE SUPPORT AND MAINTENANCE**

**33.1** Prior to expiration of the Warranty Period, Contractor shall notify Customer in writing of the impending warranty expiration, and Customer shall in turn notify Contractor of its decision to either obtain software support or to forgo software support. Upon notification of intent to obtain software support, Contractor shall provide Customer, for the fixed annual fee stated in Exhibit A, the software support services as herein described.

**33.2** As part of the software support services, Contractor will maintain the software in an operable condition according to the specifications contained in the technical manuals and as outlined in RFP No. 3901 and the Contractor's Proposal in response thereto. Contractor shall furnish all updates, enhancements, or new versions of the software to Customer as they become available and shall make available to Customer during each annual maintenance period at least one (1) update to the software products that will incorporate any new features or enhancements to the licensed products. Contractor shall also provide unlimited toll-free telephone support in the operation of the software products Monday through Friday, 8:00 A.M. to 5:00 P.M. (Central Time). Contractor shall respond by telephone within one (1) hour and will come on-site, if necessary, within two (2) business days to correct any defects found in the software. Priority placement in the support queue shall be given to all system locking situations or problems claimed by Customer to be a mission critical process. Should the Contractor fail to respond within these designated time frames, the Customer may, at its discretion, require the Contractor to pay \$250.00 per hour for every hour of delay.

**33.3** Sixty (60) days prior to the expiration of the initial software support period or any renewal term thereof, Contractor shall notify Customer in writing of the impending expiration, and Customer shall have thirty (30) days in which to notify Contractor of its intentions to either renew or cancel any further software support. In no event shall the cost for software support increase by more than five percent (5%) per year.

#### **ARTICLE 34 TRAINING**

Contractor shall, for the fees specified in the attached Exhibit A, provide on-site training for two (2) days per module. Contractor and Customer shall mutually agree on the time for the training and an outline of the training to be provided. Contractor specifically understands and agrees that Customer will not accept the System until Contractor successfully completes the training requirements. Contractor agrees to provide, upon delivery, all user documentation and technical manuals needed to fully acquaint the user with operation of the System. It is understood that Customer may make as many copies of the user documentation and technical manuals as deemed needed by Customer.

#### **ARTICLE 35 TRANSPARENCY**

In accordance with the Mississippi Accountability and Transparency Act of 2008, §27-104-151, et seq., of the Mississippi Code of 1972, as Amended, the American Accountability and Transparency Act of 2009 (P.L. 111-5), where applicable, and §31-7-13 of the Mississippi Code of 1972, as amended, where applicable, a fully executed copy of this Agreement and any subsequent amendments and change orders shall be posted to the State of Mississippi's accountability website at: <https://www.transparency.mississippi.gov>. Prior to ITS posting the Agreement and any subsequent amendments and change orders to the website, any attached exhibits which contain trade secrets or other proprietary information and are labeled as "confidential" will be redacted by ITS.

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

**State of Mississippi, Department of  
Information Technology Services, on behalf  
of Mississippi Department of Wildlife,  
Fisheries, and Parks**

**INSERT VENDOR NAME**

**By:\_\_\_\_\_**  
**Authorized Signature**

**By:\_\_\_\_\_**  
**Authorized Signature**

**Printed Name: Craig P. Orgeron, Ph.D.**

**Printed Name:\_\_\_\_\_**

**Title: Executive Director**

**Title:\_\_\_\_\_**

**Date: \_\_\_\_\_**

**Date:\_\_\_\_\_**